

001099

COMMITTEE ACTION SHEET

102  
12/02

COUNCIL DOCKET OF December 2, 2008

☐ Supplemental ☐ Adoption ☐ Consent ☒ Unanimous Consent Rules Committee Consultant Review

R -

O -

Consultant Agreement with Camp Dresser & McKee, Inc., (CDM) for Water Facilities Master Plan (WFMP)

☒ Reviewed ☐ Initiated By NR&C On 10/15/08 Item No. 11

RECOMMENDATION TO:

Approve.

VOTED YEA: Frye, Faulconer, Peters, Atkins

VOTED NAY:

NOT PRESENT:

CITY CLERK: Please reference the following reports on the City Council Docket:

REPORT TO THE CITY COUNCIL NO.

INDEPENDENT BUDGET ANALYST NO.

COUNCIL COMMITTEE CONSULTANT ANALYSIS NO.

OTHER:

Water Department's September 23, 2008, Executive Summary Sheet; Water Department's October 15, 2008, PowerPoint

COUNCIL COMMITTEE CONSULTANT



001101

DOCKET SUPPORTING INFORMATION  
CITY OF SAN DIEGO  
EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:

102  
12/02

September 30, 2008

SUBJECT: Consultant Agreement with Camp Dresser &amp; McKee, Inc. (CDM) for the Water Facilities Master Plan

**GENERAL CONTRACT INFORMATION**

Recommended Consultant: Camp, Dresser & McKee (CDM)  
Amount of this Action: \$ 1,250,000.00 (Not to Exceed)  
Funding Source: City of San Diego

**SUBCONSULTANT PARTICIPATION**

		<b><u>This Action</u></b>
ALDA Engineering, Inc. (Other)	\$ 15,000.00	1.20%
KATZ & Associates, Inc. (WBE)	\$ 15,000.00	1.20%
MWH. (Other)	\$ 363,875.00	29.11%
Richard Brady & Associates (SBE)	\$ 179,650.00	14.37%

<b>Total Certified Participation</b>	<b>\$ 194,650.00</b>	<b>15.57%</b>
<b>Total Other Participation</b>	<b>\$ 378,875.00</b>	<b>30.31%</b>
<b>Total Subcontractor Participation</b>	<b>\$ 573,525.00</b>	<b>45.88%</b>

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Equal Opportunity: Required

Camp, Dresser & McKee submitted a Work Force Report for their San Diego employees dated June 30, 2008 indicating 55 employees in the Administrative Work Force. The Administrative Work Force Analysis indicates underrepresentations in the following categories:

Blacks in Professional  
Hispanics in Administrative Support  
Filipinos in Management & Financial and Professional  
Females in Management & Financial

Although the firm's workforce has underrepresentations in Filipinos in Management & Financial and Professional, the participation level in the overall category exceeds the goal.

An Equal Opportunity Plan has been requested. Staff will continue to monitor their equal employment performance.

**ADDITIONAL COMMENTS**

The *Work Force Analysis* is attached.



Beryl Rayford

EOC Program Manager by: MM-J

**WORK FORCE ANALYSIS REPORT**

Company: Camp Dresser &amp; McKee Inc.

C01403

## I. TOTAL WORK FORCE:

	Black			Hispanic			Asian			American Indian			Filipino			White			Other		
	Goals	M	F	Goals	M	F	Goals	M	F	Goals	M	F	Goals	M	F	Goals	M	F	Goals	M	F
Mgmt & Financial	3.3%	0	2	11.9%	2	0	6.2%	2	0	0.4%	0	0	6.2%	0	0	8	4		0	0	
Professional	4.0%	0	0	12.6%	1	2	6.5%	4	2	0.5%	0	1	6.5%	0	0	3	12		0	0	
A&E, Science, Computer	2.8%	0	0	7.3%	0	0	16.2%	0	0	0.3%	0	0	16.2%	0	0	0	0		0	0	
Technical	6.6%	0	0	14.8%	1	0	17.2%	0	0	0.4%	0	0	17.2%	0	0	1	0		0	0	
Sales	3.9%	0	0	19.5%	0	0	8.8%	0	0	0.6%	0	0	6.8%	0	0	0	0		0	0	
Administrative Support	7.0%	0	0	20.8%	0	1	8.8%	1	1	0.6%	0	0	8.8%	0	0	0	7		0	0	
Services	5.5%	0	0	36.9%	0	0	9.7%	0	0	0.6%	0	0	9.7%	0	0	0	0		0	0	
Crafts	4.5%	0	0	25.8%	0	0	9.1%	0	0	0.7%	0	0	9.1%	0	0	0	0		0	0	
Operative Workers	4.3%	0	0	38.8%	0	0	20.8%	0	0	0.3%	0	0	20.8%	0	0	0	0		0	0	
Transportation	8.1%	0	0	32.1%	0	0	4.5%	0	0	0.5%	0	0	4.5%	0	0	0	0		0	0	
Laborers	4.4%	0	0	54.0%	0	0	4.1%	0	0	0.5%	0	0	4.1%	0	0	0	0		0	0	
<b>TOTAL</b>		<b>0</b>	<b>2</b>		<b>4</b>	<b>3</b>		<b>7</b>	<b>3</b>		<b>0</b>	<b>1</b>		<b>0</b>	<b>0</b>		<b>12</b>	<b>23</b>		<b>0</b>	<b>0</b>

## HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

Mgmt & Financial  
Professional  
A&E, Science, Computer  
Technical  
Sales  
Administrative Support  
Services  
Crafts  
Operative Workers  
Transportation  
Laborers

TOTAL EMPLOYEES		
ALL	M	F
18	12	6
25	8	17
0	0	0
2	2	0
0	0	0
10	1	9
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0

Female Goals  
39.8%  
59.5%  
22.3%  
49.0%  
49.4%  
73.2%  
62.3%  
8.6%  
36.7%  
15.2%  
11.1%

## HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

## II. EMPLOYMENT ANALYSIS

TOTAL

55	23	32
----	----	----

	Black			Hispanic			Asian			American Indian			Filipino			Female		
	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy
Mgmt & Financial	0.59	2	1.41	2.14	2	N/A	1.12	-2	N/A	0.07	0	N/A	1.12	0	(1.12)	7.16	6	(1.16)
Professional	1.00	0	(1.00)	3.15	3	N/A	1.63	6	4.38	0.13	1	N/A	1.63	0	(1.63)	14.88	17	2.13
A&E, Science, Computer	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Technical	0.13	0	N/A	0.30	1	N/A	0.34	0	N/A	0.01	0	N/A	0.34	0	N/A	0.98	0	N/A
Sales	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Administrative Support	0.70	0	N/A	2.08	1	(1.08)	0.88	2	1.12	0.06	0	N/A	0.88	0	N/A	7.32	9	1.68
Services	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Crafts	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Operative Workers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Transportation	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Laborers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

Goals are set by job categories for each protected group. An underrepresentation is indicated by a negative number, but if the DISCREPANCY is less than -1.00 position, a N/A will be displayed to show there is no underrepresentation.

<b>REQUEST FOR COUNCIL ACTION</b> CITY OF SAN DIEGO		1. CERTIFICATE NUMBER (FOR AUDITOR'S USE) <b>29003C</b>	102 12/02
TO: <b>CITY ATTORNEY</b>		2. FROM (ORIGINATING DEPARTMENT): <b>Water Department-Water Resources &amp; Planning</b>	
3. DATE: <b>September 15, 2008</b>			
4. SUBJECT: <b>Consultant Agreement with CAMP DRESSER &amp; MCKEE INC. (CDM) for The Water Facilities Master Plan.</b>			
5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.) <b>Marsi. Steirer (619)-533-4112 MS906</b>		6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.) <b>Hooman Partow (619) 533-7570 MS 910</b>	
7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED <input type="checkbox"/>			
<b>8. COMPLETE FOR ACCOUNTING PURPOSES</b>			
FUND	41500		
DEPT.	760		
ORGANIZATION	391020		
OBJECT ACCOUNT	4118		
JOB ORDER	189362		
C.I.P. NUMBER	73-347.1		
AMOUNT	\$1,250,000.00		
9. ADDITIONAL INFORMATION / ESTIMATED COST:  <b>TOTAL REQUEST: \$1,250,000.00</b>			
<b>10. ROUTING AND APPROVALS</b>			
ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	DEPARTMENT DIRECTOR	<i>[Signature]</i>	9/23/08
2	EAS	<i>[Signature]</i>	9/16/08
3	EOC	<i>[Signature]</i>	9/30/08
4	LIAISON OFFICE	<i>[Signature]</i>	10/7/08
5	CIP/FM	<i>[Signature]</i>	10/10/08
6	AUDITORS	<i>[Signature]</i>	10/13/08
7	P&C	<i>[Signature]</i>	10/14/08
8	DEPUTY CHIEF	<i>[Signature]</i>	10/16/08
9	COO	<i>[Signature]</i>	10/16/08
10	CITY ATTORNEY	<i>[Signature]</i>	10/24/08
11	ORIG. DEPT	<i>[Signature]</i>	10/21/08
		DOCKET COORD: _____	COUNCIL LIAISON <i>[Signature]</i> 10/28/08
		COUNCIL PRESIDENT <input type="checkbox"/>	SPOB <input type="checkbox"/> <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION
		REFER TO: _____	COUNCIL DATE: 12/2/08
11. PREPARATION OF: <input checked="" type="checkbox"/> RESOLUTIONS <input type="checkbox"/> ORDINANCE(S) <input checked="" type="checkbox"/> AGREEMENT(S) <input type="checkbox"/> DEED(S)			
1. Authorizing the Mayor, or his designee, to execute an agreement with Camp Dresser & McKee Inc. (CDM) for developing the Water Facilities Master Plan in CIP# 73-347.1, CIP Program Management in the amount not to exceed \$1,250,000; and  <div style="text-align: center;">(Please see other side)</div>			
11A. STAFF RECOMMENDATIONS:  Adopt the resolution.			
12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION.) <u>COUNCIL DISTRICT(S):</u> ALL <u>COMMUNITY AREA(S):</u> ALL <u>CITY CLERK INSTRUCTIONS:</u> Please return two copies of the 1472, Auditor's Certificate, Ordinance and/or Resolution to Tammy Ferguson, 533-4109, MS #904A.  <u>ENVIRONMENTAL IMPACT:</u> This action is exempt from the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, Section 15262. This determination is based on Section 15004 of the Guidelines which provides direction to lead agencies on the appropriate timing for environmental review. The individual projects identified in the Water Facilities Master Plan will require further review under the provisions of CEQA.  <u>HOUSING IMPACT:</u> N/A <u>OTHER ISSUES:</u> N/A			

ORIGINAL

2. Authorizing the expenditure of \$1,250,000 from CIP# 73-347.1, CIP Program Management for the purpose of executing this agreement provided that the City Comptroller first furnishes one or more certificates certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer; and

001106

3. Authorizing the City Comptroller, upon advice from the administering department, to return excess budgeted funds, if any, to the appropriate reserves.

OFFICE OF THE CITY COMPTROLLER

2008 OCT 13 AM 9:44

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08 NOV 20 AM 11:12

CITY CLERKS OFFICE  
SAN DIEGO, CA

OCT 13 '08 PM 4:23

CITY ATTORNEY  
08 OCT 17 AM 9:07  
CIVIL DIVISION

001107

## EXECUTIVE SUMMARY SHEET

DATE REPORT ISSUED: September 15, 2008 REPORT NO:  
ATTENTION: Council President and City Council  
ORIGINATING DEPARTMENT: Water Department  
SUBJECT: Consultant Agreement with Camp Dresser & McKee Inc.  
(CDM) for Water Facilities Master Plan (WFMP)  
COUNCIL DISTRICT(S): All  
STAFF CONTACT: Marsi Steirer (619) 533-4112  
Hooman Partow (619) 533-7570

### REQUESTED ACTION:

Authorizing the expenditure of an amount not to exceed \$1,250,000 from Water Fund 41500, CIP 73-347.1 (CIP Program Management) for the purpose of executing the Agreement with Camp Dresser & McKee Inc. (CDM) for the Water Facilities Master Plan.

### STAFF RECOMMENDATION:

- Authorizing the Mayor, or his designee, to execute an Agreement with Camp Dresser & McKee Inc., to provide Professional Services for the Water Department in an amount not to exceed \$1.25 million.
- Staff recommends authorization to obtain professional services from Camp Dresser & McKee Inc. (CDM) a qualified consultant with expertise in preparing a Water Facilities Master Plan (WFMP).

### EXECUTIVE SUMMARY:

In 1993, California Department of Public Health (CDPH) surveyed San Diego's water system and a number of system deficiencies were identified. As a result, the City and CDPH entered into a Compliance Agreement (1994) followed by a Compliance Order (1997) requiring the City to take a number of specific actions to correct water system deficiencies. In response to CDPH issues, the Water Department developed a Strategic Plan to address the City's water system current and future needs which included capital improvement projects to address the CDPH Compliance Order. The Capital Improvement Program (CIP) identified a number of projects that included repair, replacement, upgrade and expansion of the City's aging water system facilities to be completed by the end of fiscal year 2012.

As the current CIP is moving toward completion, the Water Department is seeking the assistance of a civil engineering consulting firm to prepare a Water Facilities Master Plan (WFMP) with a 20-year planning outlook. The WFMP will produce critical information regarding prioritized water infrastructure needs and will be the basis for developing the next CIP (2012 -2032). Both internal and external drivers will be taken into account. Internal drivers include system reliability, capacity, and level of service requirements; external drivers include regional supply reliability, rising energy costs, anticipated changes in water quality regulations, and current trends in the municipal water supply industry. Identified projects will be prioritized and scheduled in a manner consistent with Council Policy 800-14 on Prioritizing Capital Improvement Projects.

001108

The City issued a Request for Proposals for Professional Civil Engineering Services on February 7, 2008. Three (3) firms submitted proposals on March 6, 2008. On May 2, 2008, the firms were interviewed by a selection panel. CDM was selected as the most qualified firm following a competitive selection and procurement process completed in accordance with City Council Policy 300-7, Consultant Services Selection, and the City's Administrative Regulation 25.60. CDM brings experience from preparing master plans for other agencies and has the structural, electrical, and mechanical engineering expertise needed to perform critical facility condition assessments. These are needed to augment staff resources to provide a complete WFMP. This project is estimated to be complete by FY10. Tasks to be performed by CDM are as follow:

- Evaluate facility condition and estimates for remaining useful life
- Establish operational strategies to meet current and future water demands
- Update facility needs identified in raw water, groundwater and recycled water studies and projects and incorporate into the facilities master plan
- Identify projects to meet current and long-term needs
- Prioritize projects in accordance with Council Policy 800-14
- Estimate total project costs and schedules

The impact of not hiring CDM will hinder the development of the master plan as well as the future CIP.

#### FISCAL CONSIDERATIONS:

The total not-to-exceed contract amount of the Agreement is \$ 1,250,000. Funds in the amount of \$1,250,000 are available in Water Fund 41500, CIP 73-347.1 (CIP Program Management) for this purpose. This project is 100% cash funded. The CIP Program Management was identified in the Fiscal Year 2008 through Fiscal Year 2011 Water Department rate case (as approved in 2007). If this use is not authorized, the budgeted funds would transfer to the DRES at the end of the fiscal year.

#### EQUAL OPPORTUNITY CONTRACTING:

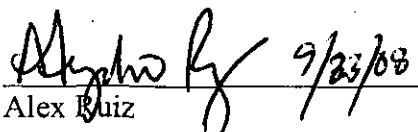
This Agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.270 through 22.2702) and Non-discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

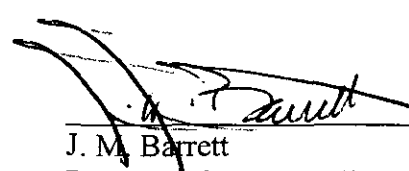
#### PREVIOUS COUNCIL/COMMITTEE ACTION:

At the September 8, 2008, Independent Rates Oversight Committee (IROC) meeting, water staff made a presentation on this consultant agreement, and the committee voted unanimously in support of this item. This item was approved at Natural Resources and Culture Committee on October 15, 2008.

#### COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: N/A

#### KEY STAKEHOLDERS: City of San Diego rate payers.

  
 Alex Ruiz  
 Assistant Water Department Director

  
 J. M. Barrett  
 Director of Public Utilities

08 NOV 20 AM 11:12  
 CITY CLERKS OFFICE  
 SAN DIEGO, CA

RECEIVED

001109

**The City of San Diego**  
**CERTIFICATE OF CITY AUDITOR AND COMPTROLLER**

**CERTIFICATE OF UNALLOTTED BALANCE**

AC 2900300  
 ORIGINATING DEPT. NO.: 760

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: \_\_\_\_\_ Fund: \_\_\_\_\_

Purpose: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT										

FUND OVERRIDE ☐

**CERTIFICATION OF UNENCUMBERED BALANCE**

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$1,250,000.00

Vendor: Camp Dresser & McKee Inc.

Purpose: Authorizing an expenditure of funds for professional services to design the Water Facilities Master Plan in CIP 733471.

Date: October 13, 2008 By: Van Nguyen

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0	41500	760	391020	4118	189362				\$1,250,000.00
TOTAL AMOUNT										\$1,250,000.00



RESOLUTION NUMBER R- \_\_\_\_\_

DATE OF FINAL PASSAGE \_\_\_\_\_

A RESOLUTION AUTHORIZING CONSULTANT  
AGREEMENT AWARD AND EXECUTION; EXPENDITURE  
OF FUNDS FOR CONTRACT PURPOSES; AND TAKING  
RELATED ACTIONS.

WHEREAS, The City of San Diego [City] requires the consulting services of a professional engineering firm to provide water facilities master planning services for the Water Department's Capital Improvement Program; NOW, THEREFORE;

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

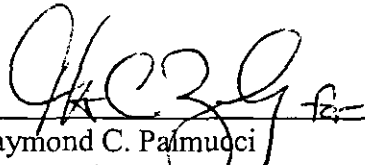
1. That the Mayor or his designee, is hereby authorized to execute, for and on behalf of said City, a Consulting Agreement with Camp Dresser & McKee, Inc. [CDM], which is on file in the office of the City Clerk as Document No. RR \_\_\_\_\_ for consulting services as related to the Water Facilities Master Plan for the Water Department in an amount not to exceed \$1,250,000.00; and

2. That the expenditure of an amount not to exceed \$1,250,000.00 in Water Fund 41500, CIP 73-347.1, CIP Program Management, is hereby authorized, solely and exclusively for the purpose of providing funds for the above Consulting Agreement and related costs, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds are, or will be, on deposit with the City Treasurer; and

3. That the City Auditor and Comptroller is authorized, upon advice from the administering department, to transfer excess budgeted funds, if any, to the appropriate reserves; and

4. That this activity exempt from the California Environmental Quality Act [CEQA] pursuant to CEQA Guidelines section 15262.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By   
Raymond C. Palmucci  
Deputy City Attorney

RCP:js  
10/20/2008  
11/25/2008 Corr. Copy  
Or. Dept: Water  
Aud. Cert. 2900300  
R-2009-498

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of \_\_\_\_\_.

ELIZABETH S. MALAND  
City Clerk

By \_\_\_\_\_  
Deputy City Clerk

Approved: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

001113

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
CAMP DRESSER & MCKEE, INC.  
FOR  
WATER FACILITIES MASTER PLAN**

**CONTRACT NUMBER: H084285**

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Exhibit H - Consultant Evaluation Form

Exhibit I - Vendor Registration Form

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**LUMP SUM AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND CAMP DRESSER & MCKEE, INC.  
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Camp Dresser & McKee, Inc. [Design Professional] for the Design Professional to provide Professional Services to the City for the Water Facilities Master Plan Project [Project].

**RECITALS**

The City wants to retain the services of a professional engineering firm to provide water facilities master planning services [Professional Services].

The Design Professional represents that it has the expertise, experience and personnel necessary to provide the Professional Services for the Project.

The City and the Design Professional [Parties] want to enter into an Agreement whereby the City will retain the Design Professional to provide, and the Design Professional shall provide, the Professional Services for the Project [Agreement].

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

**ARTICLE I**

**DESIGN PROFESSIONAL SERVICES**

The above-listed recitals are true and correct and are hereby incorporated by reference.

**1.1 Scope of Services.** The Design Professional shall perform the Professional Services as set forth in the written Scope of Services (Exhibit A) at the direction of the City

**1.2 Contract Administrator.** The Water Department is the contract administrator for this Agreement. The Design Professional shall provide the Professional Services under the direction of a designated representative of the Water Department. The City's designated representative will communicate with the Design Professional on all matters related to the administration of this Agreement and the Design Professional's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. However, when this Agreement refers to an act or approval to be performed by City, that act or approval shall be performed by the Mayor or his designee, unless the Agreement specifies otherwise.



**1.3 City Modification of Scope of Services.** The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Design Professional's cost of, or the time required for, the performance of any of the Professional Services, the Design Professional shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Design Professional's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

**1.4 Written Authorization.** Prior to performing any Professional Services in connection with the Project, the Design Professional shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Design Professional shall immediately advise the City in writing of any anticipated change in the Scope of Services (Exhibit A), Compensation and Fee Schedule (Exhibit B), or Time Schedule (Exhibit C), and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Design Professional from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

**1.5 Confidentiality of Services.** All Professional Services performed by the Design Professional, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Design Professional, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Design Professional, at the time that it was disclosed to the Design Professional by the City, (b) subsequently becomes publicly known through no act or omission of the Design Professional, or (c) otherwise becomes known to the Design Professional other than through disclosure by the City. Except for Subcontractors covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

**1.6 Competitive Bidding.** The Design Professional shall ensure that any plans and specifications prepared, required, or recommended under this Agreement allow for competitive bidding. The Design Professional shall design such plans or specifications so that procurement of services, labor or materials are not available from only one source, and shall not design plans and specifications around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by the City. The Design Professional shall submit this written justification to the City prior to beginning work on such plans or specifications. Whenever the Design Professional recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Project.

## ARTICLE II

### DURATION OF AGREEMENT

**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or November 3, 2013, whichever is the earliest but not to exceed five years unless approved by City ordinance.

**2.2 Time of Essence.** Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of the Scope of Services (Exhibit A) is set forth in the Time Schedule (Exhibit C).

**2.3 Notification of Delay.** The Design Professional shall immediately notify the City in writing if the Design Professional experiences or anticipates experiencing a delay in performing the Professional Services within the time frames set forth in the Time Schedule (Exhibit C). The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay affects a material part of the Project, the City may exercise its rights under Sections 2.5-2.7 of this Agreement.

**2.4 Delay.** If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Design Professional to a reasonable extension of time, but such delay shall not entitle the Design Professional to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Design Professional's work; inability to obtain materials, equipment, or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Design Professional; provided, however, that: (a) this provision shall not apply to, and the Design Professional shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Design Professional; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Design Professional to an extension of time unless the Design Professional furnishes the City, in a timely manner, documentary proof satisfactory to City of the Design Professional's inability to obtain materials, equipment, or labor.

**2.5 City's Right to Suspend for Convenience.** The City may, at its sole option and for its convenience, suspend all or any portion of the Design Professional's performance of the Professional Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the Design Professional of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Design Professional a sum equivalent to the reasonable value of the Professional Services the Design Professional has satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Design Professional. The City may then require the Design Professional to resume performance of the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Design Professional shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

**2.6 City's Right to Terminate for Convenience.** The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Design Professional. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Design Professional. After termination of this Agreement, the Design Professional shall complete any and all additional work necessary for the orderly filing of documents and closing of the Design Professional's Professional Services under this Agreement. For services satisfactorily rendered in completing the work, the Design Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Design Professional before the effective date of termination. After filing of documents and completion of performance, the Design Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Design Professional's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Design Professional discharges the City of all of the City's payment obligations and liabilities under this Agreement.

**2.7 City's Right to Terminate for Default.** If the Design Professional fails to satisfactorily perform any obligation required by this Agreement, the Design Professional's failure constitutes a Default. A Default includes the Design Professional's failure to adhere to the Time Schedule. If the Design Professional fails to satisfactorily cure a Default within ten calendar days of receiving written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Design Professional, and any person claiming any rights by or through the Design Professional under this Agreement. The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Design Professional.

### ARTICLE III

#### COMPENSATION

**3.1 Amount of Compensation.** The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, in a lump sum amount not to exceed \$1,250,000. The compensation for the Scope of Services shall not exceed \$1,175,000, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$75,000.

**3.2 Additional Services.** The City may require that the Design Professional perform additional Professional Services beyond those described in the Scope of Services [Additional Services]. Prior to the Design Professional's performance of Additional Services, the City and the Design Professional must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule (Exhibit B). The City will pay the Design Professional for the performance of Additional Services in accordance with Section 3.3.

**3.3 Manner of Payment.** The City shall pay the Design Professional in accordance with the Compensation and Fee Schedule (Exhibit B). For the duration of this Agreement, the Design Professional shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Design Professional shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. The Design Professional shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

**3.4 Additional Costs.** Additional Costs are those costs that can be reasonably determined to be related to the Design Professional's errors or omissions, and may include Design Professional, City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Design Professional shall not be paid for the Professional Services required due to the Design Professional's errors or omissions, and the Design Professional shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Design Professional. Whether or not there are any monies due, or becoming due, the Design Professional shall reimburse the City for Additional Costs due to the Design Professional's errors or omissions.

**3.5 Eighty Percent Notification.** The Design Professional shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services (Exhibit A) appears that it may be greater than the maximum compensation for this Agreement.

## ARTICLE IV

### DESIGN PROFESSIONAL'S OBLIGATIONS

**4.1 Industry Standards.** The Design Professional agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional engineering firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Design Professional of responsibility for complying with all applicable laws, codes, and good consulting practices.

#### **4.2 Right to Audit.**

**4.2.1 Access.** The City retains the right to review and audit, and the reasonable right of access to Design Professional's and any Subcontractor's premises to review and audit the Design Professional's or Subcontractor's compliance with the provisions of this Agreement [City's

Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Design Professional's premises, of any and all Project-related records with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

**4.2.2 Audit.** The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the Design Professional or Subcontractor is in compliance with all requirements under this Agreement.

**4.2.2.1 Cost Audit.** If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

**4.2.2.2 Accounting Records.** The Design Professional and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Design Professional and Subcontractors shall make available to the City for review and audit; all Project related accounting records and documents, and any other financial data. Upon the City's request, the Design Professional and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

**4.2.3 City's Right Binding on Subcontractors.** The Design Professional shall include the City's Right as described in Section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subcontractors.

**4.2.4 Compliance Required before Mediation or Litigation.** A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the Design Professional's and Subcontractors full compliance with the provisions of this Section 4.2 within sixty days of the date on which the City mailed a written request to review and audit compliance.

**4.3 Insurance.** The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

Further, the Design Professional shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

**4.3.1 Types of Insurance.** At all times during the term of this Agreement, the Design Professional shall maintain insurance coverage as follows:

**4.3.1.1 Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**4.3.1.2 Commercial Automobile Liability.** For all of the Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

**4.3.1.3 Workers' Compensation.** For all of the Design Professional's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Design Professional shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Design Professional shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

**4.3.1.4 Architects & Engineers Professional Liability.** For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. The Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss. All defense costs shall be outside the limits of the policy.

**4.3.2 Deductibles.** All deductibles on any policy shall be the responsibility of the Design Professional and shall be disclosed to the City at the time the evidence of insurance is provided.

**4.3.3 Acceptability of Insurers.**

**4.3.3.1** Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

**4.3.3.2** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

#### **4.3.4 Required Endorsements.**

The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

##### **4.3.4.1 Commercial General Liability Insurance Endorsements.**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

**PRIMARY AND NON-CONTRIBUTORY COVERAGE.** The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Design Professional's insurance and shall not contribute to it.

##### **4.3.4.2 Automobile Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Design Professional.

##### **4.3.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements.**

**WAIVER OF SUBROGATION.** The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

**4.3.5 Reservation of Rights.** The City reserves the right, from time to time, to review the Design Professional's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Design Professional for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

**4.3.6 Additional Insurance.** The Design Professional may obtain additional insurance not required by this Agreement.

**4.3.7 Excess Insurance.** All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**4.4 Subcontractors.** The Design Professional's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Design Professional shall list on the Subcontractor List (Exhibit D Attachment BB) all Subcontractors known to the Design Professional at the time this Agreement is entered. If at any time after this Agreement is entered into the Design Professional identifies a need for additional Subcontractor Services, the Design Professional shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subcontractor Services. The Design Professional's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subcontractor Services. The Design Professional may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith.

**4.4.1 Subcontractor Contract.** All contracts entered into between the Design Professional and any Subcontractor shall contain the information as described in Sections 4.6, 4.7, 4.10.2, and 4.18, and shall also provide as follows:

**4.4.1.1** Each Subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Each Subcontractor shall obtain, and the Design Professional shall require the Subcontractor to obtain, all policies described in Section 4.3.1 in the amounts required by the City, which shall not be greater than the amounts required of the Design Professional.

**4.4.1.2** The Design Professional is obligated to pay the Subcontractor, for Design Professional and City-approved invoice amounts, out of amounts paid by the City to the Design Professional, not later than fourteen working days from the Design Professional's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the



Design Professional and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

**4.4.1.3** In the case of a deficiency in the performance of Subcontractor Services, the Design Professional shall notify the City in writing of any withholding of payment to the Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subcontractor must take in order to receive the amount withheld. Once the Subcontractor corrects the deficiency, the Design Professional shall pay the Subcontractor the amount withheld within fourteen working days of the Design Professional's receipt of the City's next payment.

**4.4.1.4** In any dispute between the Design Professional and Subcontractor, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Design Professional agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Design Professional and Subcontractor should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

**4.4.1.5** The Subcontractor is bound to the City's Equal Opportunity Contracting Program covenants set forth in Article IV, Section 4.6 and Exhibit D of this Agreement.

**4.4.1.6** The City is an intended beneficiary of any work performed by the Subcontractor for purposes of establishing a duty of care between the Subcontractor and the City.

**4.5 Contract Activity Report.** The Design Professional shall submit statistical information to the City as requested in the City's Contract Activity Report (Exhibit D Attachment CC). The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. With the Contract Activity Report, the Design Professional shall provide an invoice from each Subcontractor listed in the report. The Design Professional agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for Subcontractor Services as described in Section 4.4.1.

#### **4.6 Non-Discrimination Requirements.**

**4.6.1 Compliance with the City's Equal Opportunity Contracting Program.** The Design Professional shall comply with the City's Equal Opportunity Contracting Program Design Professional Requirements (Exhibit D). The Design Professional shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Design Professional shall provide equal opportunity in all employment practices. The Design Professional shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Design Professional Requirements. Nothing in this Section shall be interpreted to hold the Design Professional liable for any discriminatory practice of its Subcontractors.

**4.6.2 Non-Discrimination Ordinance.** The Design Professional shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Design Professional shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Design Professional and any Subcontractors, vendors and suppliers.

**4.6.3 Compliance Investigations.** Upon the City's request, the Design Professional agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that the Design Professional has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Design Professional for each subcontract or supply contract. The Design Professional further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (San Diego Municipal Code sections 22.3501-22.3517). The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Design Professional up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Design Professional further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

**4.7 Drug-Free Workplace.** The Design Professional agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference. The Design Professional shall certify to the City that it will provide a drug-free workplace by submitting a Design Professional Certification for a Drug-Free Workplace form (Exhibit E).

**4.7.1 Design Professional's Notice to Employees.** The Design Professional shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

**4.7.2 Drug-Free Awareness Program.** The Design Professional shall establish a drug-free awareness program to inform employees about : (1) the dangers of drug abuse in the work place; (2) the policy of maintaining a drug-free work place; (3) available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug abuse violations.

**4.7.3 Posting the Statement.** In addition to Section 4.7.1 above, the Design Professional shall post the drug-free policy in a prominent place.

**4.7.4 Subcontractor's Agreements.** The Design Professional further certifies that each contract for Subcontractor Services for this Project shall contain language that binds the Subcontractor to comply with the provisions of Article IV, Section 4.7 of this Agreement, as

required by Sections 2.A.(1) through (3) of Council Policy 100-17. Design Professionals and Subcontractors shall be individually responsible for their own drug-free work place program.

**4.8 Title 24/Americans with Disabilities Act Requirements.** Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Design Professional (i.e., that which provides the most access). Design Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Design Professional understands that while the City will be reviewing Design Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's access review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

**4.9 Product Endorsement.** The Design Professional acknowledges and agrees to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

**4.10 Conflict of Interest.** The Design Professional is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

**4.10.1** If, in performing the Professional Services set forth in this Agreement, any member of the Design Professional's organization makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the individual shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the individual's relevant financial interests. The determination as to whether any individual members of the Design Professional's organization must make disclosures of relevant financial interests is set forth in the Determination Form (Exhibit F).

**4.10.1.1** If a determination is made that certain individuals must disclose relevant financial interests, the statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The individual shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the individuals are subject to a conflict of interest code. Each year thereafter, the individuals shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the individual was subject to a conflict of

interest code. A Form 700 (Leaving Office Statement) shall also be filed when the individual discontinues services under this Agreement.

**4.10.1.2** If the City requires an individual member of the Design Professional's organization to file a statement of economic interests as a result of the Professional Services performed, the individual shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

**4.10.2** The Design Professional shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

**4.10.3** The Design Professional and its Subcontractors having subcontracts amounting to 1% or more of the value of the Professional Services agreed to under this Agreement are precluded from participating in design services on behalf of the contractor, construction management, and any other construction services related in any way to these Professional Services without the prior written consent of the City.

**4.10.4** The Design Professional's personnel employed on the Project shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The Design Professional shall not recommend or specify any product, supplier, or contractor with whom the Design Professional has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**4.10.5** If the Design Professional violates any conflict of interest law or any of the provisions in this Section 4.10, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Design Professional to liability to the City for attorney's fees and all damages sustained as a result of the violation.

**4.11 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Professional Services provided under this Agreement, upon the City's request, the Design Professional, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Design Professional's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**4.12 Compensation for Mandatory Assistance.** The City will compensate the Design Professional for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.2. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Design Professional, its agents, officers, and employees, the Design Professional shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Design Professional, its agents, officers, and employees for Mandatory Assistance.

**4.13 Attorney Fees related to Mandatory Assistance.** In providing the City with dispute or litigation assistance, the Design Professional or its agents, officers, and employees may incur expenses and/or costs. The Design Professional agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties agree this provision does not in any way affect their rights to seek attorney fees under Article VIII, Section 8.8 of this Agreement.

**4.14 Energy Conservation Specifications.** Technological advances in energy conservation devices such as Lighting and Heating, Ventilation, and Air Conditioning (HVAC), enable additional energy savings over that required by the State of California's Energy Efficiency Standards (Title 24, Part 6 of the California Code of Regulations). The Design Professional shall model the energy performance of the building using an acceptable computer model such as Energy Pro, EQuest, DOE-2, Power DOE, HAP 3.22, etc. and present the summary data to the City at or prior to 100 percent design. This analysis should include life cycle cost analysis showing recovery of construction costs through operation and maintenance costs (e.g., electricity and gas savings.) The Design Professional shall prepare a cost savings matrix that lists each device being considered and one, three, five and ten-year Project savings. The comparison shall include, but not be limited to, the following equipment: Lighting, HVAC, Water Heating, and Motors.

The Design Professional shall contact the SDG&E New Construction Program at (858) 636-5725 or the San Diego Regional Energy Office at (619) 595-5634 to integrate them into the design process to ensure maximum energy performance and access to technical resources. Design Professional shall endeavor to obtain from SDG&E a UTIL-1 (Utility Incentive Worksheet) to estimate energy savings and incentives available based on the design team energy modeling.

**4.15 Notification of Increased Construction Cost.** If, at any time prior to the City's approval of the final plans and specifications, the Design Professional anticipates that the total construction cost will exceed the estimated construction budget, the Design Professional shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Design Professional believes will bring the construction cost to within the estimated construction budget. The City may either: (1) approve an increase in the amount authorized for construction; or (2) delineate a project which may be constructed for the budget amount; or (3) any combination of (1) and (2).

**4.16 Sustainable Building Policy.** The Project design and construction shall comply with City Council Green Building Policy 900-14 (Exhibit G). All new or significantly remodeled City facilities shall be designed and constructed to achieve at a minimum the Leadership in Energy and Environmental Design (LEED) "Silver" Level Certification.

**4.17 Design-Build Competition Eligibility.** Any architectural firms, engineering firms, Design Professionals, or individuals retained by the City to assist the City with developing criteria or preparing the preliminary design or the request for proposals for a Design-Build competition shall not be eligible to participate with any Design-Build Entity in that Design-Build competition. Additionally, the City may determine in its sole discretion that a Subcontractor hired to assist with a Design-Build competition, regardless of whether the Subcontractor was hired by the City or hired by an architectural firm, engineering firm, Design Professional, or

individual retained by the City, has a competitive advantage and as such is ineligible to participate in that Design-Build competition.

**4.18 Storm Water Management Discharge Control.** Unless specifically removed from the Scope of Work (Exhibit A), the Design Professional shall comply with Section 43.03 of the San Diego Municipal Code, Storm Water Management Discharge Control, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official. Further, the Design Professional shall prepare and incorporate into the construction documents a Storm Water Pollution Prevention Plan (SWPPP) to be implemented by the contractor during Project construction. Where applicable, the SWPPP shall comply with both the California Regional Water Quality Control Board Statewide General Construction Storm Water permit and National Pollution Discharge Elimination System permit requirements and any municipal regulations adopted pursuant to the permits.

**4.19 ADA Certification.** The Consultant hereby certifies that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

## **ARTICLE V**

### **RESERVED**

## **ARTICLE VI**

### **INDEMNIFICATION**

**6.1 Indemnification.** Other than in the performance of design professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law, Design Professional shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Design Professional or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Agreement by the Design Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Design Professional's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or willful misconduct of the Indemnified Parties.

### **6.2 Design Professional Services Indemnification and Defense.**

**6.2.1 Design Professional Services Indemnification.** To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), with respect to the performance of design professional services, Design Professional shall indemnify and hold harmless the City, its officers, or employees, from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

**6.2.2 Design Professional Services Defense.** Parties will work in good faith to procure applicable insurance coverage for the cost of any defense arising from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

**6.3 Insurance.** The provisions of this Article are not limited by the requirements of Section 4.3 related to insurance.

**6.4 Enforcement Costs.** The Design Professional agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in this Article.

## ARTICLE VII

### MEDIATION

**7.1 Mandatory Non-binding Mediation.** With the exception of Sections 2.5-2.7 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, prior to the initiation of any litigation, the Parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association (AAA) or any other neutral organization agreed upon before having recourse in a court of law.

**7.2 Mandatory Mediation Costs.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator [Mediator], and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.

**7.3 Selection of Mediator.** A single Mediator that is acceptable to both Parties shall be used to mediate the dispute. The Mediator will be knowledgeable in construction aspects and may be selected from lists furnished by the AAA or any other agreed upon Mediator. To initiate mediation, the initiating Party shall serve a Request for Mediation on the opposing Party. If the Mediator is selected from a list provided by AAA, the initiating Party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a list of three requested Mediators marked in preference order, and a preference for available dates.

**7.3.1** If AAA is selected to coordinate the mediation, within ten working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file the following: a list of preferred Mediators listed in preference order after striking any Mediators to

which they have any factual objection, and a preference for available dates. If the opposing Party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.

**7.3.2** The Administrator will appoint or the Parties shall agree upon the highest, mutually preferred Mediator from the individual Parties' lists who is available to serve within the designated time frame.

**7.3.3** If the Parties agree not to use AAA, then a Mediator, date and place for the mediation shall be mutually agreed upon.

**7.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions will be confidential to the Party's legal position. The Parties may agree to exchange any information they deem necessary.

**7.4.1** Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

**7.4.2** Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

## ARTICLE VIII

### INTELLECTUAL PROPERTY RIGHTS

**8.1 Work For Hire.** All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is "work for hire" under the United States Copyright law and shall become the sole property of the City and shall be delivered to the City upon request. The Contractor, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the deliverable Materials.

**8.2. Rights in Data.** All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s) in the Deliverable Materials, developed by the Contractor, including its employees, agents, talent and independent Subcontractors pursuant to



this Agreement are the sole property of the City. The Design Professional, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product mentioned in this article for purposes unrelated to Design Professional's work on behalf of the City without prior written consent of the City.

**8.3 Intellectual Property Rights Assignment.** Design Professional, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

**8.4 Moral Rights.** Design Professional, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Design Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Design Professional, its employees, agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

**8.5 Subcontracting.** In the event that Design Professional utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable(s) to the City, the agreement between Design Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

**8.6 Publication Design.** Professional may not publish or reproduce any Deliverable Materials, for purposes unrelated to Design Professional's work on behalf of the City without prior written consent of the City.

**8.7 Intellectual Property Warranty and Indemnification.** Design Professional represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the

copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Design Professional to produce, at Design Professional's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Design Professional further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Design Professional receives payment under this contract, City shall be entitled, upon written notice to Design Professional, to withhold some or all of such payment.

**8.8 Enforcement Costs.** The Design Professional agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Article 8, including but not limited to, attorney's fees.

## ARTICLE IX

### MISCELLANEOUS

**9.1 Notices.** In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to:

Hooman Partow  
CIP Program Manager  
City of San Diego Water Department  
600 B Street, Suite 600  
San Diego, CA 92101

and notice to the Design Professional shall be addressed to:

Paul R. Brown  
Senior Vice President  
CDM Inc.  
1925 Palomar Oaks Way, Suite 300  
Carlsbad, CA 92008.

**9.2 Headings.** All article headings are for convenience only and shall not affect the interpretation of this Agreement.

**9.3 Non-Assignment.** The Design Professional shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

**9.4 Independent Contractors.** The Design Professional and any Subcontractors employed by the Design Professional shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Design Professional concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Design Professional shall follow the direction of the City concerning the end results of the performance.

**9.5 Design Professional and Subcontractor Principals for Professional Services.** It is understood that this Agreement is for unique Professional Services. Retention of the Design Professional's Professional Services is based on the particular professional expertise of the following members of the Design Professional's organization: Enrique Lopezcalva [Project Team]. Accordingly, performance of Professional Services on the Project may not be delegated to other members of the Design Professional's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Design Professional. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement: If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Design Professional, to require any of the Design Professional's employees or agents to be removed from the Project.

**9.6 Additional Design Professionals or Contractors.** The City reserves the right to employ, at its own expense, such additional Design Professionals or contractors as the City deems necessary to perform work or to provide the Professional Services on the Project.

**9.7 Employment of City Staff.** This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Design Professional employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Design Professional.

**9.8 Covenants and Conditions.** All provisions of this Agreement expressed as either covenants or conditions on the part of the City or the Design Professional, shall be deemed to be both covenants and conditions.

**9.9 Compliance with Controlling Law.** The Design Professional shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments

applicable to this Agreement, including California Labor Code section 1720 relating to the payment of prevailing wages during the design and preconstruction phases of a project, including inspection and land surveying work. In addition, the Design Professional shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

**9.10 Jurisdiction and Attorney Fees.** The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

**9.11 Successors in Interest.** This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

**9.12 Integration.** This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, amendment, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties. All prior negotiations and agreements are merged into this Agreement.

**9.13 Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

**9.14 No Waiver.** No failure of either the City or the Design Professional to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

**9.15 Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

**9.16 Municipal Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

**9.17 Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not

be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

**9.18 Conflicts Between Terms.** If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

**9.19 Design Professional Evaluation.** City will evaluate Design Professional's performance of Professional Services on the Project using the Consultant Evaluation Form (Exhibit H).

**9.20 Exhibits Incorporated.** All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

**9.21 Survival of Obligations.** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive, completion and acceptance of the Professional Services and termination or completion of the Agreement.

**9.22 Vendor Registration.** All consultants wishing to conduct business with the City of San Diego, or those intending to compete for City contracts, must submit a completed Vendor Registration Form (Exhibit I) to the City of San Diego's Purchasing & Contracting Department. This form must be received by the City prior to competing for or being awarded any contracts.

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IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution No. \_\_\_\_\_, authorizing such execution, and by the Design Professional.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008..

THE CITY OF SAN DIEGO  
Mayor or Designee

By \_\_\_\_\_

I HEREBY CERTIFY I can legally bind Camp Dresser & McKee, Inc. and that I have read all of this Agreement, this 3rd day of October, 2008.

By   
Paul R. Brown  
Senior Vice President  
*HAMPIK DEKERMENJIAN FOR P. BROWN*

I HEREBY APPROVE the form and legality of the foregoing Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

MICHAEL J. AGUIRRE, City Attorney

By \_\_\_\_\_  
Raymond C. Palmucci  
Deputy City Attorney

001141

**IN WITNESS WHEREOF**, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution No. \_\_\_\_\_, authorizing such execution, and by the Design Professional.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008..

THE CITY OF SAN DIEGO  
Mayor or Designee

By \_\_\_\_\_

I HEREBY CERTIFY I can legally bind Camp Dresser & McKee, Inc. and that I have read all of this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

By \_\_\_\_\_

Paul R. Brown  
Senior Vice President

I HEREBY APPROVE the form and legality of the foregoing Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

MICHAEL J. AGUIRRE, City Attorney

By \_\_\_\_\_

Raymond C. Palmucci  
Deputy City Attorney

**DESIGN PROFESSIONAL LUMP SUM AGREEMENT EXHIBITS**

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
  - (AA) Work Force Report
  - (BB) Subcontractors List
  - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Determination Form
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - Consultant Evaluation Form
- Exhibit I - Vendor Registration



**Exhibit A****SCOPE OF SERVICES  
for  
WATER FACILITIES MASTER PLAN****1. Data and Information Collection and Assessment**

**Objective:** The purpose of this task is to collect the information necessary to develop the water, recycled water and raw water master plans and CIP.

**Scope:** Consultant will compile readily available relevant information for the development and prioritization of the CIP. Information will be collected on repair and replacement projects, continuation projects, compliance projects and any strategic projects for which additional studies may be included in the City's annual budgets. Consultant will obtain the current CIP prioritization sheet from the City, prioritization criteria, and information relevant to the current state of the CIP development and prioritization.

Consultant will compile information relevant to the master plans including water demand projections, disaggregation of demand projections by service area and pressure zones, system performance criteria, recycled water demand projections, GIS layers necessary for analysis of the relationship between recycled and potable water projects, current master plan documents for the Miramar and Alvarado service areas, information on current and planned projects on raw water facilities, etc.

Consultant will develop a data log spreadsheet to track the data collection efforts, which will include description of specific location of the data electronically (for electronic data) and in hard copy (for paper data).

Consultant will work with the City in compiling paper and electronic files used in this Master Plan in a specific location at the City's offices and on the City's server and/or electronic archives.

No data processing is included in this task. Any processing of data is included as part of the tasks where the data will be used.

**Deliverables:** Data log and compiled data in electronic form (for electronic data) and paper form (for paper data) files at a designated location.

**2. Facility Condition Assessments**

**Objective:** The City has a list of approximately 150 projects that have not been initiated. The purpose of this task is to obtain condition data necessary to support project scope updates and scheduling of improvements.

**Scope:**

2.1. Meeting for General Assessment of Current Asset Management Practices and availability of Information on Projects

- a. Prior to the meeting below, the Consultant will collect and review the Asset Management Forms prepared by the City staff assessing the status of the 150 projects identified above.

- b. Consultant will hold a meeting to assess the status of the City's Asset Management practices. This meeting will include a review of the Asset Management Forms provided by the City to confirm the rating of the projects.
- c. Discuss the information generally available for the 150 projects under consideration and how and where that information is available.
- d. Discuss past Asset Management efforts by the City and any requirements to coordinate the facility condition assessment with current Asset Management practices or efforts.
- e. Determine the facility condition data that is most critical to this phase of the Master Plan, to narrow the scope of assessments to perform, considering parallel City efforts on Asset Management.

2.2. The City has compiled and analyzed condition assessment data for 150 major water facilities. Based on a preliminary review of the data, the City estimates up to 52 facilities (3 treatment plants, 5 dams, 23 pump stations and 21 reservoirs) could require further assessment in the field.

### 2.3. Develop Condition Data Collection Format and Perform Condition Assessment Work

Consultant will review existing templates for facility assessment (referred to in this scope as "asset management report") and make recommendations for improvements. Consultant and City staff will use that template for the facility assessments. Facility condition assessments may be conducted on the following facility types: reservoirs, pump stations, water treatment plants, dams and pipelines.

Based on current available information, it is assumed the following facilities and effort would be expended in Task 2.2:

#### 23 each, Pump Stations

- o Review existing asset management reports prepared by City.
- o Visit site assuming visit by one senior structural engineer and one senior mechanical/electrical engineer.
- o Write-up a revised asset management report's sections on asset condition (assumes visual inspection only).

#### 21 each, Reservoirs

- o Review existing asset management reports prepared by City.
- o Visit site assuming visit by one senior structural engineer.
- o Write-up a revised asset management report's sections on asset condition (assumes visual inspection only).

#### 3 each, Water Treatment Plants

- o Review existing asset management reports prepared by City.
- o Hold a 4-hour visit and meeting for each treatment plant (Consultant's senior water treatment plant design engineer and City staff) to review and discuss facility needs at each treatment plant.

5 each, Dams

- o Review existing asset management reports prepared by City.
- o Visit and conduct a meeting (Consultant's senior dam engineer and City staff) to discuss facility improvements required for each dam. A total of three (3) days is assumed for the visits and meetings for the five (5) dams.

2.4 Conduct Additional Facility Condition Assessments beyond Tasks 2.2 and 2.3 (to be done by City staff).

#### 2.5 Revise Current Project Descriptions (Scopes)

Based on Task 2.4 findings and using existing project descriptions from the City, Consultant will revise current project descriptions (scopes). The project descriptions will include a map and/or figure (developed by City staff), text descriptions of facilities and improvement needs, and planning level cost estimates (only for projects with no cost information in the current project descriptions).

#### 2.6 Estimate Remaining Useful Life of Assessed Facilities

Consultant will develop a simple method to consider current condition and age of the facilities to perform this sub-task. Useful life will be reported as time or as an index to reflect likelihood of failure. This would include using typical industry accepted life expectancy data for generic facilities, information from Task 2.3 and information from operations staff.

#### 2.7 Prepare Technical Memorandum

Consultant will prepare a technical memorandum briefly describing the process followed on this task.

#### **Deliverables:**

- Technical Memorandum on Facilities Condition Assessment.
- Updated and completed data collection sheets (to be completed by Consultant staff, as stated above, and City Staff).
- Updated and completed project descriptions (scopes) (to be completed by Consultant staff, as stated above, and City staff assistance on GIS/drafting).

### **3. Prioritize Projects for CIP**

**Objective:** The City has a list of approximately 150 projects that have not been initiated. The purpose of this task is to prioritize these projects and update, streamline and improve the City's existing prioritization process.

#### **Scope:**

##### 3.1. Evaluate the Water Department's Current Prioritization Method

Consultant will review Council Policy 800-14 and assess the current Water Department's prioritization method in relation to that Council Policy. Consultant will make recommendations for a final prioritization method, as appropriate, consistent with Council Policy 800-14.

Consultant will review current prioritization tools and will conduct interviews with key City staff about typical and most important prioritization issues and obstacles.

Consultant will hold workshop on prioritization criteria (map current and potential new criteria to specific objectives, goals and mission as well as Council Policy 800-14), the relative importance of the prioritization criteria and the way to measure projects against the criteria.

### 3.2. Define Categories of Projects

Consultant will define categories relevant and useful for the prioritization process and rate case development and categorize projects from Tasks 1 and 2.

### 3.3. Facilitate a Decision Process

Consultant will facilitate a decision process among key department stakeholders, for accepting the revisions recommended in Task 3.1, in terms of method, criteria and tools.

### 3.4. Prioritize projects. (Task to be repeated as Task 8.1)

Consultant will work with City staff to assign scores to projects for each prioritization criteria and will enter information in the prioritization tools to hold a series of prioritization meetings to review results. Facility condition assessments in Task 2 will be used under this task. It is assumed that four (4) meetings will be necessary for this task for the prioritization of 150 projects.

### 3.5. Prepare Technical Memorandum

Consultant will prepare a technical memorandum to document findings and recommendations from the prioritization process. The memorandum will include an appendix describing the adopted prioritization method.

**Deliverables:** Technical memorandum describing the task and the prioritization method adopted by the City as part of the task.

## 4. Develop the 2012-2032 CIP (Task 8.2 will be similar but will include hydraulic improvements)

**Objective:** The purpose of this task is to develop the CIP for the development of the rate case during FY 2010.

### Scope:

#### 4.1 Develop Probable Cost Opinions

Consultant will develop probable cost opinions for projects prioritized in Task 3 using City's cost estimating methods. Cost estimates will consider potential energy management impacts due to climate change regulations and City's sustainability goals.

#### 4.2. Estimate Project Durations and Schedules

Consultant will estimate project durations and develop schedules for projects prioritized in Task 3.

The City will provide:

- Current project descriptions (supplemented by the updated project descriptions developed under Task 2).
- Project schedule template.

- Annual budget guidelines.

The CIP shall identify:

- Revisions to project descriptions per Task 2 findings.
- Project initiation and completion dates.
- Forecasted fiscal year budgets.

#### 4.3 Prepare Technical Memorandum

Consultant will prepare a Technical Memorandum to document assumptions, analytical approaches, findings and recommendations of the CIP development.

#### Deliverables:

- Technical Memorandum for Task 4.
- 2012 to 2032 CIP annual budget tables.

### 5. Establish Master Planning Parameters

**Objective:** The purpose of this task is to establish the master planning basis for the water, recycled water, and raw water facilities.

#### Scope:

#### 5.1 Evaluate Level of Service and System Performance Criteria

5.1.1. Compare the Water Department's redundancy, distribution & transmission, and treated storage criteria to current industry standards; propose areas for improvement/revision.

5.1.2. Facilitate a decision process among key department stakeholders, to review system performance criteria and level of service goals and discuss the implications of adopting level of service criteria. Facilitate process as to accepting or rejecting proposed updates (if any). Write a white paper on the City's position on level of service and performance criteria.

#### 5.2. Develop Water Supply Analysis

##### 5.2.1 Establish Water and Recycled Water Demands and Demand Scenarios

Consultant will verify the demand basis for the project taking into account the most current demand projections for water and recycled water and conservation projections. Consultant will establish the specific demand offsets and demand offset scenarios to be included in the Master Plan. Consultant will perform necessary GIS analysis to relate recycled water, conservation, and demand data geographically in the City's service area.

Consultant and City will work together to define the desired demand scenarios in terms of conservation and recycled water that will be used in the Master Plan analyses.

##### 5.2.2 Evaluate External Environment

Evaluate trends in the Water Department's external environment and how they should be incorporated into the facilities Master Plan. Examples include but are not limited to:

- Increasing energy costs.
- Decreasing supplies from Metropolitan Water District to the San Diego Region.
- San Diego County Water Authority (SDCWA) Master Planning Efforts.
- Anticipated changes in water quality regulations.
- Shifting strategies in the municipal water supply industry.

#### 5.2. 3 Evaluate Previous Studies for Incorporation into Master Plan. Evaluate Treated Demand Offsets and Timing

Various raw water, groundwater, recycled water, and conservation studies and projects have been completed or are ongoing. The goal of this task is to determine the magnitude and timing of these supplies and treated demand offsets, and how they should be incorporated into the current project.

Various optimizations, hydraulic, masterplan and pressure zone studies have been completed or are ongoing. The goal of this task includes an evaluation of these studies and how they should be incorporated into the current project.

#### 5.2. 4 Develop Future Operations Strategy Alternatives

The purpose of this task is to translate the information compiled in previous tasks into a set of alternative long-term operations strategies that will become the basis of subsequent master planning tasks. Example alternatives can include complete independence from SDCWA for treated water needs, San Pasqual project included and not included, water repurification project, etc.

Consultant will coordinate with other consultants and Water Department staff involved in other ongoing studies, including the Urban Water Management Plan.

Consultant will facilitate the selection of future operations strategy alternatives to be included in the Master Plan as a basis for hydraulic and facilities adequacy analyses.

### 5.3. Prepare Technical Memorandum

Consultant will prepare a Technical Memorandum to document assumptions, analytical approaches, and method to define the operations strategies for the hydraulic modeling.

#### **Deliverables:**

- White paper on City's position on level of service goals and performance criteria.
- Technical Memorandum documenting the basis for the system performance analyses.

## 6. Identify Hydraulic Deficiencies for Water and Recycled Water Systems

**Objective:** The purpose of this task is to use the City's water hydraulic models to establish facilities deficiencies under existing and future conditions.

#### **Scope:**

##### 6.1. Establish Operations Scenarios

Consultant, with the City Staff, will establish specific operations scenarios under which deficiencies shall be identified. Scenarios shall capture Task 5 findings and

recommendations. Currently, for basis of this estimate, we would assume there are a maximum of two (2) scenarios in the Miramar service area, two (2) scenarios in the Alvarado service area, and one (1) scenario in the Otay service area.

#### 6.2. Review Demand Data and Hydraulic Models

To be performed entirely by City Staff.

#### 6.3. Update, Expand and Calibrate Hydraulic Models as Necessary (to be performed by City Staff).

#### 6.4. Perform the Hydraulic Modeling to Identify Hydraulic Deficiencies. (to be done by City staff coordinated with Consultant staff).

Consultant will assist and direct the City staff in running the hydraulic models based on the scenarios assumed in Task 6.1.

#### 6.5 Perform Technical Review of Task 6.4 work.

Consultant will provide technical review and quality control of the modeling efforts for up to five (5) scenarios.

#### 6.6 Prepare Technical Memorandum.

Consultant will prepare a Technical Memorandum to document modeling assumptions, describe scenarios, describe the method of analysis and findings. City staff will collaborate to produce figures, appendices, and exhibits from the models as necessary.

**Deliverables:** Technical Memorandum on Task 6.

### 7. Identify Facility Needs

**Objective:** The purpose of this task is to identify facilities required to eliminate hydraulic deficiencies identified in Task 6.

#### **Scope:**

#### 7.1. Perform the Hydraulic Modeling to Identify Facility Needs. (to be done by City staff).

Consultant will assist and direct the City staff in running the hydraulic models for runs identified as part of Task 6.

#### 7.2. Perform Technical Review of Facility Needs Identified.

Consultant will provide technical review and quality control of the modeling efforts.

#### 7.3. Develop Life-cycle Costs of Projects Recommended by Task 7.2.

Consultant will develop a methodology for life cycle costs estimation for the types of facilities identified in Task 7.2. Consultant will also develop spreadsheets necessary to perform the cost estimates and will direct City staff to do the work (the actual cost estimating work using the methods and tools developed by the Consultant. Consultant will also review and perform quality control of the work developed by city staff and coordinate the use of these cost estimates in other tasks. The planning level life-cycle costs of facilities identified as part of Task 7.2 will be used as cost information in selecting alternatives in Task 7.4

#### 7.4. Select Facility Alternatives

Consultant will select among facility alternatives using life cycle costs and any other relevant criteria. Consultant will define relevant criteria with City.

#### 7.5. Prepare Technical Memorandum

Consultant will prepare a Technical Memorandum to document assumptions, analytical approaches, findings and recommendations.

**Deliverables:** Technical Memorandum on Task 7. This Technical Memorandum will include sections on the explanation of the deficiencies, description of the alternatives to solve those deficiencies, and the recommended improvements to solve the deficiency. City staff will collaborate to produce figures, appendices and exhibits from the models as necessary.

### 8. CIP Development

**Objective:** The purpose of this task is to update the CIP developed under Task 4 for annual budget updates.

**Scope:**

#### 8.1. Perform Project Prioritization

Consultant will apply the prioritization method developed under Task 3 and will prioritize projects including the original 150 projects that were prioritized in Task 3 and projects identified in Task 7. No additional cost estimating is assumed for this prioritization task (assumed costs under Task 3 and Task 7 will be sufficient for prioritization under Task 8). Four (4) prioritization meetings will be held.

#### 8.2. Revise CIP

Consultant will revise the CIP per priorities developed in Task 8.1

#### 8.3. Prepare Technical Memorandum

Consultant will prepare a Technical Memorandum to document assumptions, analytical approaches and methods to define the CIP.

**Deliverables:**

- Technical Memorandum for Task 8.
- CIP annual budget tables.

### 9. Training

**Objective:** The purpose of this task is to train City staff in any tools used during the development of the Master Plan.

**Scope:**

Provide training to City staff in the use of prioritization tools developed for the completion of the facilities Master Plan. For the current scope, the use of the commercially available multi-criteria ranking tool "Criterium Decision Plus" is assumed with a 6-hour training session and simple running guidelines (No user manual will be developed):

**Deliverables:** Training materials (including Criterium Decision Plus off-the-shelf manuals)



## 10. Prepare Master Plan Documents

**Objective:** The purpose of this task is to prepare the Master Plan document. The Water Facilities Master Plan will include chapters on raw water, potable water and recycled water.

**Scope:**

Consultant will develop a detailed Master Plan report outline and will compile information from technical memoranda developed under each Task. Consultant will prepare a Draft Master Plan. Consultant will incorporate comments from the City on the Draft Master Plan report and will prepare the Final Water Facilities Master Plan.

**Deliverables:**

- Draft Water Facilities Master Plan (3 hard-copies of entire document and print-ready electronic copy)
- Final Water Facilities Master Plan (3 hard-copies of entire document and print-ready electronic copy)

Note: Electronic copies will be delivered in a format compatible with City's software.

## 11. Provide Assistance on Stakeholder Interaction and Communications

**Objective:** The purpose of this task is to provide assistance to the City on external (outside the City's Water Department) stakeholder interaction.

**Scope:**

Consultant will hold a meeting with the Water Department to define a decision-making structure (Who makes decisions? Who needs what type of information and when?) and a stakeholder hierarchy (Who participates? What level of input and when?). Consultant will develop a timeline and strategy for communication with internal stakeholders (Water Department and Council Committees). Define scope of communication for each level of internal stakeholder groups.

Consultant will assist the City in providing content for stakeholder meetings/hearings/workshops as defined in the strategy and will attend the meetings. Consultant will attend meetings with City decision-makers to support CIP adoption.

Fee associated with this task assumes no large-scale community stakeholder involvement.

**Deliverables:** Content for stakeholder presentations as necessary.

## 12. Project Management

**Objective:** the objective of this Task is to provide the level of management and coordination to keep the project moving forward effectively and meet schedule and budget with the expected quality.

**Scope:**

Provide the services to Water Department management and staff responsible for completion of project in timely manner to meet the project goal. These services are provided by means of a qualified technical and administrative staff.

The required services shall include but are not limited to:

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- Monthly progress reports including earned value estimates
- Meeting agendas
- Meeting summaries
- Provide schedule in a Work Breakdown Structure (WBS) format for each task
- Provide updates on project schedule for each WBS task.
- Provide the cost budget for assigned personnel. Cost allocate to each task on a monthly basis.
- Assigned Project Manager shall monitor, control costs, and ensure performance through completion within the compensation amount of this contract.

**Deliverables:** Listed above.

### **13. Additional Services**

**Objective:** The objective of this Task is to provide services outside the scope defined in this Exhibit A, Scope Of Services, and in accordance with Contract Section 3.2 entitled "Additional Services".

**Scope:**

To be determined during project execution.

**EXHIBIT B****COMPENSATION AND FEE SCHEDULE****I. Professional Services Fee**

City and Consultant agree that the Professional Services Fee shall be paid to Consultant on a lump sum basis as shown in the Schedule below.

**II. Schedule**

The Contract Amount for this Agreement is \$1,250,000.

<b>Description</b>	<b>Amount</b>
Professional Services in accordance with Exhibit A, Scope of Services for Water Facilities Master Plan, Tasks 1 through 12.	Lump Sum \$1,175,000
Additional Services in accordance with Exhibit A, Scope of Services for Water Facilities Master Plan, Task 13 (if authorized by City in accordance with Section 3.2 of this Agreement).	Not-to-Exceed \$75,000
<b>Total Contract Lump Sum Amount Not-to-Exceed</b>	<b>\$1,250,000</b>

**FEE SCHEDULE  
for  
ADDITIONAL SERVICES**

**I. Labor Rates**

- A. Labor billing rates shall be Consultant's and Subconsultant's burdened rates for job classifications listed in Schedule B-1.
- B. Consultant represents that all indirect/overhead costs included in the billing rates are the most recently audited actual rates.

**II. Other Direct Costs**

- A. Other Direct Costs (ODCs) are Consultant's actual costs for items negotiated and listed as ODC's in any written authorization to proceed issued by the City in accordance with contract Section 3.2 "Additional Services". Categories of Other Direct Costs are listed in Schedule B-2.
- B. Consultant's markup on ODC's is 5% of actual cost.
- C. ODC Billing Rate equals ODC plus markup.

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**III. Subconsultant Costs**

- A. Subconsultant Costs are actual costs paid to Subconsultants by Consultant.
- B. Consultant's markup on Subconsultant Costs is 5% of actual costs. Subconsultant's markup on ODC's cannot exceed 5% of actual cost. Consultant's markup on Subconsultant's markup is not allowed.
- C. Consultant billing rate equals subconsultant cost plus markup.

**IV. Economic Price Adjustment**

- A. Consultant may request an adjustment to Schedule B-1, Labor Rates for Additional Services, twelve months after receipt of the City's Notice-to-Proceed. Any adjustments to the labor rates shall not exceed the percent change in the Bureau of Labor Statistics (BLS) Consumer Price Index (CPI) for the previous twelve months.

The formula for calculating the CPI adjusted allowable rate is:

$$\left[ 1 + \left( \frac{\text{Current CPI} - \text{Previous CPI}}{\text{Previous CPI}} \right) \right] \times \text{Previous Rate} = \text{Current Rate}$$

Definitions:

**CPI:** The All Urban Consumers (CPI-U), Los Angeles-Riverside-Orange CO, CA, All Items, shall be used.

**Current CPI:** The CPI-U as of the twelfth month after the date of the NTP.

**Previous CPI:** The CPI-U as of the date of the NTP.

**Previous Rate:** The Agreement labor rate in effect during the previous twelve months.

**Current Rate:** The adjusted Agreement labor rate effective for the next twelve months.

- B. Consultant shall incorporate the provisions of this Section IV., Economic Price Adjustment, in all contracts entered into between Consultant and Subconsultant (i.e. Any adjustments to Subconsultant Billing Rates shall be subject to this Section IV).

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**SCHEDULE B-1  
LABOR RATES  
for  
ADDITIONAL SERVICES**

<b>Consultant CDM Labor Billing Rates</b>		<b>Hourly Rate</b>
Classification		
Project Manager		\$204
Deputy Project Manager		\$180
Sr. Technical Reviewer		\$204
Sr. Engineer/Scientist		\$169
Mid Engineer/Scientist		\$143
Jr. Engineer/Scientist		\$111
GIS		\$95
Drafter		\$100
Office Clerk/Word Processor		\$66
Contract Administrator		\$96

<b>Consultant MWH Labor Billing Rates</b>		<b>Hourly Rate</b>
Classification		
Principal Professional II		\$226
Principal Professional I		\$200
Supervising Professional		\$156
Senior Professional		\$129
Associate Professional		\$91
Senior Accountant		\$91
Non-salary expenses directly attributable to the project include: An Associated Project Cost rate ("APC") for telecommunications, postage, computers, word processors, incidental photocopying, and related equipment in the amount of \$9.00 per labor hour.		

<b>Subconsultant Richard Brady and Associates Labor Billing Rates</b>		<b>Hourly Rate</b>
Classification		
Project Manager		\$190
Senior Engineer		\$190
Engineer		\$135
Mid Engineer/Scientist		\$115
Assistant Engineer		\$90
Designer/Drafter		\$85
Office Clerk/Word Processor		\$85

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**SCHEDULE B-1  
(Continued)**

<b>Subconsultant</b>		<b>Hourly</b>
<b>Alda Engineering Inc.</b>		<b>Rate</b>
<b>Labor Billing Rates</b>		
Classification		
Senior Engineer		\$130

<b>Subconsultant</b>		<b>Hourly</b>
<b>Katz &amp; Associates</b>		<b>Rate</b>
<b>Labor Billing Rates</b>		
Classification		
Principal-in-Charge		\$205
Facilitator		\$195
Project Manager		\$165
Assistant Project Manager		\$130
Database Developer		\$85
Meeting Coordinator		\$65
Project Support		\$55

**SCHEDULE B-2  
OTHER DIRECT COSTS – MILEAGE  
for  
ADDITIONAL SERVICES**

<b>Consultant/Subconsultant Other Direct Costs (ODCs)</b>
Consultant's proposal in response to a City's request for Additional Services shall itemize and separately price each ODC required to perform the scope of services specified by the City. Only those ODC's specifically listed in any written authorization to proceed issued by the City are allowable. If requested by City, Consultant shall provide supporting documentation substantiating the proposed price(s). Costs associated with any equipment, cell phones, and other costs which are included in Consultant's overhead rate(s) shall not be charged to the City as a separately priced ODC under this Agreement. Receipts for all ODCs shall accompany Consultant's invoice for payment.
Airfare: Advance coach reservations.
Per diem: Breakfast \$10, lunch \$15, dinner \$25. Excludes tax and gratuity (15% maximum) which will be reimbursed.
Lodging: At cost.
Car rental: Economy class, at cost.
Reproduction: \$0.10 per sheet.

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**SCHEDULE B-2**  
**(Continued)**

<b>Consultant/Subconsultant Mileage</b>
Mileage reimbursement rate is 58.5 cents per mile for business miles driven, or current IRS rate. Mileage log identifying "To" and "From" locations, and "Start" and "End" odometer readings is required, and shall accompany Consultant's invoice for payment. Markups are not allowed on mileage.

--- End of Fee Schedule ---

# EXHIBIT B - COMPENSATION AND FEE SCHEDULE BREAKDOWN

CDM Detailed Budget Information													
City of San Diego - Water Facilities Master Plan													
TASK	Labor Category	Hours by Category/Individual										Total Labor	
		PM	Deputy PM	Sr Tech	Sr Eng/Sci	Mid Eng/Sci	Jr Eng/Sci	GIS	Drafter	Office Clerk/WP	Cont Admin	Hrs	\$
		\$204	\$192	\$224	\$189	\$143	\$111	\$35	\$100	\$56	\$56		
1 Data and Information Collection and Assessment		0	48	0	0	130	120	32	0	40	0	370	\$46,230
1.1 Data and Information Collection and Assessment		0	48	0	0	130	120	32	0	40	0	370	\$46,230
2 Facility Condition Assessment		0	84	0	24	18	0	0	0	40	0	142	\$19,710
2.1 General Assessment of Current Asset Management Practices		0	18	0	0	18	0	0	0	0	0	36	\$5,814
2.2 Identify and Prioritize Facilities to be Assessed		0	0	0	0	0	0	0	0	0	0	0	\$0
2.3 Develop Condition Data Collection Format and Perform Condition Assessment		0	0	0	0	0	0	0	0	0	0	0	\$0
2.4 Conduct Facility Condition Assessments		0	0	0	0	0	0	0	0	0	0	0	\$0
2.5 Review Current Project Descriptions (Scope)		0	12	0	24	0	0	0	0	0	0	36	\$6,216
2.6 Estimate Remaining Useful Life of Assessed Facilities		0	20	0	0	0	0	0	0	0	0	20	\$3,600
2.7 Prepare Technical Memorandum		0	8	0	0	0	0	0	0	40	0	48	\$4,080
3 Prioritize Projects for CIP		0	138	33	0	78	0	0	0	40	0	284	\$44,516
3.1 Evaluate the Water Department's Current Prioritization Method		0	40	16	0	5	0	0	0	0	0	64	\$11,608
3.2 Define Categories of Projects		0	16	0	0	0	0	0	0	0	0	16	\$2,880
3.3 Facilitate a Decision Process		0	48	8	0	8	0	0	0	0	0	64	\$11,416
3.4 Prioritize Projects		0	24	8	0	20	0	0	0	0	0	52	\$8,812
3.5 Prepare Technical Memorandum		0	8	0	0	40	0	0	0	40	0	88	\$9,900
4 Develop the 2012-2033 CIP		0	80	74	46	238	240	0	0	24	0	782	\$99,680
4.1 Develop Probable Cost Options		0	40	50	20	116	140	0	0	0	0	366	\$52,908
4.2 Estimate Project Durations and Schedules		0	32	24	24	60	100	0	0	24	0	260	\$37,262
4.3 Prepare Technical Memorandum		0	8	0	4	40	0	0	0	0	0	76	\$8,420
5 Establish Master Planning Parameters		0	164	54	78	238	164	8	0	64	0	788	\$112,536
5.1 Evaluate Level of Service and System Performance Criteria		0	28	20	16	44	0	0	0	8	0	116	\$18,644
5.1.1 Compare City's Criteria with Industry Standards		0	12	8	16	32	0	0	0	0	0	68	\$11,072
5.1.2 Facilitate a Decision Process to Finalize Criteria		0	16	12	0	12	0	0	0	8	0	48	\$7,572
5.2 Develop Master Supply Analysis		0	124	32	58	152	160	8	0	0	0	434	\$78,892
5.2.1 Establish Water and Recycled Water Demands and Demand Scenarios		0	12	4	16	40	48	8	0	0	0	128	\$17,488
5.2.2 Evaluate External Environment		0	24	16	16	16	16	0	0	0	0	88	\$14,352
5.2.3 Evaluate Previous Studies for Incorporation into Master Plan		0	40	4	10	46	48	0	0	0	0	150	\$21,898
5.2.4 Develop Future Operations Strategy Alternatives		0	48	8	16	48	48	0	0	0	0	160	\$25,156
5.2.5 Prepare Technical Memorandum		0	12	2	2	40	24	0	0	56	0	120	\$14,988
6 Identify Hydraulic Deficiencies for Water and Recycled Water Systems		0	16	4	24	0	0	0	0	24	0	68	\$9,336
6.1 Establish Operations Scenarios		0	8	4	8	0	0	0	0	0	0	20	\$3,608
6.2 Review Demand Data and Hydraulic Models		0	0	0	0	0	0	0	0	0	0	0	\$0
6.3 Update, Expand and Calibrate Hydraulic Models as Necessary		0	0	0	0	0	0	0	0	0	0	0	\$0
6.4 Perform the Hydraulic Modeling to Identify Hydraulic Deficiencies		0	0	0	0	0	0	0	0	0	0	0	\$0
6.5 Perform Technical Review of Task 6.4 work		0	0	16	0	0	0	0	0	24	0	40	\$7,040
6.6 Prepare Technical Memorandum		0	8	0	0	0	0	0	0	0	0	32	\$3,024
7 Identify Facility Needs		0	68	4	88	12	0	0	0	24	0	162	\$25,848
7.1 Perform the Hydraulic Modeling to Identify Facility Needs		0	0	4	0	0	0	0	0	0	0	4	\$616
7.2 Perform Technical Review of Facility Needs Identified		0	0	0	0	0	0	0	0	0	0	0	\$0
7.3 Develop Life-cycle Costs as Needed		0	8	0	24	0	0	0	0	0	0	32	\$5,496
7.4 Select Facility Alternatives		0	40	0	24	8	0	0	0	0	0	72	\$12,400
7.5 Prepare Technical Memorandum		0	8	0	8	4	0	0	0	24	0	44	\$4,848
8 CIP Development		0	156	32	0	312	320	0	0	24	0	824	\$120,768
8.1 Perform Project Prioritization		0	80	24	0	132	160	0	0	0	0	408	\$58,092
8.2 Revise 2012-2033 CIP		0	48	8	0	140	180	0	0	0	0	376	\$50,272
8.3 Prepare Technical Memorandum		0	16	0	0	40	20	0	0	24	0	100	\$12,404
9 Training		0	20	0	0	0	0	0	0	40	0	68	\$7,128
9.1 Training		0	20	0	0	0	0	0	0	40	0	68	\$7,128
10 Master Plan Document		0	48	8	0	48	48	0	32	120	0	296	\$32,144
10.1 Draft		0	20	4	0	24	24	0	24	80	0	156	\$18,872
10.2 Final		0	20	4	0	24	24	0	8	80	0	140	\$15,272
11 Provide Assistance on Stakeholder Interaction and Communications		0	40	56	0	40	0	0	24	24	0	188	\$29,144
11.1 Provide Assistance on Stakeholder Interaction and Communications		0	40	56	0	40	0	0	24	24	0	188	\$29,144
12 Project Management		0	208	0	0	0	0	0	0	60	60	328	\$47,180
12.1 Project Management		0	208	0	0	0	0	0	0	60	60	328	\$47,180
13 Additional Services		0	0	0	0	0	0	0	0	0	0	0	\$0
13.1 Additional Services		0	0	0	0	0	0	0	0	0	0	0	\$0
TOTAL		0	1022	258	228	1108	960	40	64	624	60	4288	\$638,912

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# Exhibit C - Time Schedule - Water Facilities Master Plan

		# Months	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1	Data and Information Collection and Assessment																			
2	Facility Condition Assessments																			
2.1	General Assessment of Current Asset Management Practices																			
2.2	Identify & Prioritize Facilities to be Assessed																			
2.3	Develop Condition Data Collection Format and Perform Condition Assessment																			
2.4	Conduct Additional Facility Condition Assessments (by City staff)																			
2.5	Refine project scopes																			
2.6	Estimate Remaining useful life per facility																			
2.7	Task 2 Technical Memorandum																			
3	Prioritize Projects for CIP																			
3.1	Evaluate the Water Department's current prioritization method																			
3.2	Define Categories of Projects																			
3.3	Facilitate a decision process among key department stakeholders, for accepting Task 2.1 revisions																			
3.4	Prioritize projects. (Task to be repeated as Task 8.1)																			
3.5	Task 3 Technical Memorandum																			
4	Develop the 10-yr CIP																			
4.1	Develop probable cost opinions for prioritized projects																			
4.2	Estimate project durations for projects prioritized in Task 2																			
4.3	Task 4 Technical Memorandum																			
5	Establish Master Planning Parameters																			
5.1	Evaluate Level of Service and System Performance Criteria																			
5.2	Develop Water Supply Analysis																			
5.3	Task 5 Technical Memorandum																			
6	Identify Hydraulic Deficiencies for Water and Recycled Water Systems																			
6.1	Establish Operations Scenarios																			
6.2	Review Demand Data and Hydraulic Models																			
6.3	Update, Expand and Calibrate Hydraulic Models as Necessary (by City staff)																			
6.4	Perform the Hydraulic Modeling to Identify Hydraulic Deficiencies (by City staff)																			
6.5	Perform Technical Review of Task 6.4 Work																			
6.6	Task 6 Technical Memorandum																			
7	Identify Facility Needs																			
7.1	Perform hydraulic modeling (by City staff)																			
7.2	Perform Technical Review of Facility Needs Identified																			
7.3	Develop Life-cycle Costs																			
7.4	Select Facility Alternatives																			
7.5	Task 7 Technical Memorandum																			
8	CIP Development																			
8.1	Perform Project Prioritization																			
8.2	Revise CIP																			
8.3	Task 8 Technical Memorandum																			
9	Training																			
10	Prepare Master Plan Documents																			
11	Provide Assistance on Stakeholder Interaction and Communications (throughout project)																			
12	Project Management (throughout project)																			

## Deliverable Due Dates

TM2: 150 Days after receiving Notice to Proceed

TM3: 180 Days after receiving Notice to Proceed

TM4: 60 Days after TM3

TM5: 150 Days after receiving Notice to Proceed

TM6: 150 Days after TM5

TM7: 120 Days after TM6

TM8: 90 Days after TM7

Draft Water Facilities Master Plan: 30 Days after TM7

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**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)  
CONTRACTOR REQUIREMENTS**

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I. **City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and subconsultants of professional service consultants doing business with the City. The City encourages its consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer consulting opportunities to all eligible subconsultants.

II. **Nondiscrimination in Contracting Ordinance.** All consultants and professional service providers doing business with the City, and their subconsultants, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.

A. **Proposal Documents to include Disclosure of Discrimination Complaints.** As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, subconsultants, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

B. **Contract Language.** The following language shall be included in contracts for City projects between the consultant and any subconsultants, vendors, and suppliers:

Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal

opportunity for subconsultants to participate in subconsulting opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

- C. Compliance Investigations. Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subconsultants, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance*, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination in Contracting Ordinance* apply only to violations of the *Ordinance*.

**III. Equal Employment Opportunity.** Consultants shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Consultants shall submit a *Work Force Report* or an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.

- A. Work Force Report. If a *Work Force Report* (Attachment AA) is submitted, and an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, Consultant will be required to submit an *Equal Employment Opportunity Plan*.
- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is submitted, it must include at least the following assurances that:
1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Consultant's employees are assigned to work;
  2. A responsible official is designated to monitor all employment related activity to ensure the Consultant's EEO Policy is being carried out and to submit reports relating to EEO provisions;

3. Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
4. The Consultant reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
5. The Consultant discusses its EEO Policy Statement with subconsultants with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from subconsultants, consultant associations and other business associations;
7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
8. The Consultant disseminates its EEO Policy to union and community organizations;
9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;
13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;

14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
15. The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The Consultant is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a consultant association, consultant/community professional association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

**IV. Equal Opportunity Contracting.** Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer contracting opportunities to all eligible subconsultants. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *subconsultant participation level*.

**A. Subconsultant Participation Level**

1. Projects valued at \$25,000 or more have a voluntary Subconsultant Participation Level goal of 15%. Goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE) or Other Business Enterprise (OBE) level.
2. While attainment of the 15% Subconsultant Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is

attainable. The remaining percentages may be allocated to Other Business Enterprises (OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.

- B. Contract Activity Reports. To permit monitoring of the successful Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment BB) reflecting work performed by subconsultants shall be submitted quarterly for any work covered under an executed contract.

V. **Demonstrated Commitment to Equal Opportunity.** The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

- A. Proposers are required to submit the following information with their proposals:

1. Outreach Efforts. Description of Proposer's outreach efforts undertaken on this project to make subconsulting opportunities available to all interested and qualified firms.
2. Past Participation Levels. Listing of Proposer's subconsultant participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, subconsultant firm's name, percentage of subconsultant firm's participation, and identification of subconsultant firm's ownership as a certified Small Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
3. Equal Opportunity Employment. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
4. Community Activities. Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

- B. Consultant selection panels will consider and evaluate the Proposer's demonstrated commitment to equal opportunity including the following factors:

1. Outreach Efforts. Proposer's outreach efforts undertaken and willingness to make meaningful subconsulting opportunities available to all interested and qualified firms on this project.
2. Past Participation Levels. Proposer's subconsultant participation levels achieved on all private and public projects within the past three (3) years.

3. Equal Opportunity Employment. Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
4. Community Activities. Proposer's current community activities.

**VI. List of Subconsultants.** Consultants are required to submit a *Subconsultant List* with their proposal.

A. Subconsultants List. The *Subconsultant List* (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed subconsultant.

1. Subconsultants must be named on the *Subconsultants List* if they receive more than one-half of one percent (0.5%) of the Prime Consultant's fee.

B. Commitment Letters. Proposer shall also submit subconsultant *Commitment Letters* on subconsultant's letterhead, no more than one page each, from all proposed subconsultants to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

**VII. Definitions.** Certified "**Minority Business Enterprise**" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified "**Women Business Enterprise**" (WBE) means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified "**Disadvantaged Business Enterprise**" (DBE) means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified "**Disabled Veteran Business Enterprise**" (DVBE) means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies).

"**Other Business Enterprise**" (OBE) means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

**SUBCONTRACTORS LIST****INFORMATION REGARDING SUBCONTRACTORS PARTICIPATION:**

1. Subcontractor's List shall include name and complete address of all Subcontractors who will receive more than one half of one percent (0.5%) of the Prime Consultant's fee.
2. Proposer shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
3. Subcontractors shall be used for scope of work listed. No changes to this Subcontractors List will be allowed without prior written City approval.

NAME AND ADDRESS OF SUBCONTRACTOR	SCOPE OF WORK	PERCENT OF CONTRACT	ESTIMATED AMOUNT OF CONTRACT	CERTIFICATION	CERTIFIED BY
ALDA Engineering Inc. 9996 Orange Street Alta Loma, CA 91737	Hydraulic Modeling	1.3 %	\$15,000	OBE	n/a
KATZ & Associates Inc. 4250 Executive Square, Ste. 670 San Diego, CA 92037	Public Outreach/Public Involvement (if needed)	1.3 %	\$15,000	WBE	CALTRANS
MWH 9444 Farnham Street, Ste. 300 San Diego, CA 92123	Groundwater; Recycled Water; Modeling; and Facilities Engineering	31.0 %	\$363,875	OBE	n/a
Richard Brady & Associates 3710 Ruffin Road San Diego, CA 92123	Project Management Support; Master Planning Analysis and Report Writing; Technical and Engineering Support; Facilities Condition Assessment	15.3 %	\$179,650	DBE	CALTRANS

*\*For information only.* As appropriate, Proposer shall identify Subcontractors as:

Certified Minority Business Enterprise	MBE
Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE
Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE

*\*\*For information only.* As appropriate, Proposer shall indicate if Subcontractor is certified by:

City of San Diego	CITY
State of California Department of Transportation	CALTRANS



Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

**Architecture & Engineering, Science, Computer**

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

**Technical**

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

**Sales**

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

**Administrative Support**

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

**Services**

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations

Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

**Crafts**

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

**Operative Workers**

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

**Laborers**

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

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# **ALDA** Engineering Inc.

9996 Orange Street  
Alta Loma, CA 91737  
Tel: 909-297-3741  
Fax: 909-498-0423

September 9, 2008

Salvador Lopez-Cordova  
Camp Dresser & McKee Inc.  
1925 Palomar Oaks Way, Suite 300  
Carlsbad, California 92008

Subject: **City of San Diego Water Master Plan  
Letter of Commitment**

Dear Mr. Lopez-Cordova

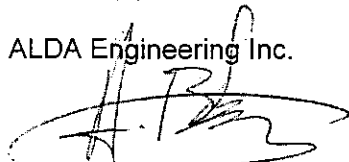
ALDA Engineering Inc. (ALDA) is pleased to join the Camp Dresser & McKee Inc. (CDM) team in pursuit of the proposed City of San Diego Water Facilities Master Plan. We agree to provide professional engineering services for hydraulic modeling in support to the master planning activities. Per our recent discussion, our anticipated level of participation is estimated at 1.3 percent of the contract value.

ALDA is registered as a Small Business Enterprise and as a Very Small Business Enterprise with the Metropolitan Water District of Southern California. In addition, ALDA has applied for certification as a Small Business Enterprise and Minority Owned Firm with the California Department of Transportation.

Should you need additional information on this matter, please contact us at 909-587-9916 during normal business hours.

Very truly yours,

ALDA Engineering Inc.



F. Anibal Blandon, P.E.  
President

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*Public Affairs  
Community Relations  
Issues Management*

Katz & Associates, Inc.  
4250 Executive Square, Suite 670  
La Jolla, CA 92037-1477  
(858) 452-0031  
(858) 552-8437 fax  
[www.katzandassociates.com](http://www.katzandassociates.com)

September 8, 2008

Mr. Salvador Lopez-Cordova  
CDM  
1925 Palomar Oaks Way, Suite 300  
Carlsbad, California 92008

**Subject: City of San Diego Water Facilities Master Plan**

Katz & Associates, Inc. is pleased to join the CDM team in pursuit of the proposed City of San Diego Water Facilities Master Plan. We agree to provide professional consulting services for public outreach and public involvement with an anticipated participation level up to 1.3 percent of the contract value, contingent upon CDM's award of contract from the City of San Diego and definition of the final scope of work and budget.

Katz & Associates, Inc. is a certified Small Business by the California Department of General Services, Office of Small Business Certification and Resources. Our State Women Business Enterprise status is currently in recertification process with the Department of Transportation. Both certifications are enclosed.

If you have any questions, please give me a call at (858) 452 - 0031. We look forward to working with you on this project.

Regards,

A handwritten signature in cursive script that reads "Sara M. Katz".

Sara M. Katz  
President



September 8, 2008

Mr. Salvador Lopez-Cordova  
CDM  
1925 Palomar Oaks Way  
Suite 300  
Carlsbad, CA 92008

Attn: Mr. Lopez-Cordova,

Re: *Letter of Commitment for the Water Facilities Master Plan project.*

Dear Mr. Lopez-Cordova,

MWH Americas, Inc. is pleased to be included on the CDM team that is pursuing the Water Facilities Master Plan project for the City of San Diego's Water Department.

MWH Americas, Inc. has a very broad understanding of the unique water issues in San Diego County. MWH has direct relevant experience working with the Water Department and we bring to the team, a knowledgeable and diversified group of staff that is available and dedicated to this project. MWH is looking forward to working with CDM on this very exciting project.

We understand that we will provide Groundwater, Recycled Water, Modeling and Facilities Engineering total approximately 31 percent (31%) of the project.

Respectfully,

Kristie Witter  
San Diego Area Manager

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*Richard Brady & Associates*  
*Engineering and Construction*

September 8, 2008

CDM  
1925 Palomar Oaks Way, Ste. 300  
Carlsbad, CA 92008

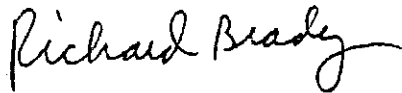
Dear Ms. Wade,

Richard Brady & Associates (RBA) is pleased to support the CDM team with project management and engineering services for the proposed City of San Diego Water Facilities Master Plan. As a partner in this endeavor, RBA commits to providing the following resources and services to its success:

- Project Management Support
- Master Planning Analysis and Report Writing
- Technical and Engineering Support
- Facilities Condition Assessment
- Other services as necessary

RBA commits to providing the above services with an anticipated participation level of 15.3%. We look forward to continued collaboration with CDM and our other colleagues in this important effort.

Sincerely,



Richard Brady, P.E., DEE  
Vice President

## CONTRACT ACTIVITY REPORT

Consultants are required by contract to report subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

PROJECT: \_\_\_\_\_ PRIME CONTRACTOR: \_\_\_\_\_

**CONTRACT AMOUNT:** \_\_\_\_\_ **INVOICE PERIOD:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Include Additional Services Not-To-Exceed Amount**

[illegible]

Completed by \_\_\_\_\_

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EXHIBIT E

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: Water Facilities Master Plan

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

Camp Dresser & McKee Inc.

Name under which business is conducted.

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subconsultants agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed



Printed Name Paul R. Brown

Title President

Date July 11, 2008

## DETERMINATION FORM

CONFLICT OF INTEREST CODE:  
DETERMINATION OF APPLICABILITY TO CONSULTANT

Name of Consultant &amp; Company:

Enrique Lopezcalva  
Camp Dresser & McKee Inc. (CDM)  
1925 Palomar Oaks Way, Suite 300  
Carlsbad, CA 92008

Consultant Duties:

Contract #H084285, Prepare a Water Facilities Master Plan to  
develop the next Water Department Capital Improvement  
Program (CIP)

Disclosure determination:

  y   Consultant will not be "making a government decision" or "serving in a staff capacity" as defined in  
Sections A and B attached. No disclosure required.

       Consultant will be "making a government decision" or "serving in a staff capacity" as defined in  
Sections A and B attached. Consultant is required to file a Statement of Economic Interests with the City  
Clerk of the City of San Diego in a timely manner as required by law.

       Disclosure required to the broadest level.

       Disclosure required to a limited extent:

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By: Vien Hong  
Vien Hong, P.E., Associate Engineer -- Civil

9/17/08  
Date

\*Forward a copy of this form to the Consultant to notify them of the determination.

\*Forward a copy of this form to the City Clerk's office to go on file for reporting purposes.



**DETERMINATION FORM****ATTACHMENT TO DETERMINATION FORM - DEFINITION OF "CONSULTANT"**

A "consultant" is an individual who, pursuant to a contract with a state or local government agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
6. Grant City approval to a plan, design, report, study, or similar item;
7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or

(B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

An individual "serves in a staff capacity" if he or she performs substantially all the same tasks that normally would be performed by staff member of a governmental entity. In most cases, individuals who work on only one project or a limited range of projects for an agency are not considered to be working in a "staff capacity." The length of the individual's service to the agency is relevant. Also, the tasks over the relevant period of time must be substantially the same as a position that is or should be specified in the City's conflict of interest code.

An individual "participates in making a governmental decision" if he or she: (1) negotiates, without substantive review, with a governmental entity or private person regarding the decision; or (2) advises or makes recommendations to the decision-maker, by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the individual and the individual is attempting to influence the decision.

CITY OF SAN DIEGO, CALIFORNIA  
**COUNCIL POLICY**

SUBJECT: SUSTAINABLE BUILDING POLICY  
POLICY NO.: 900-14  
EFFECTIVE DATE: May 20, 2003

BACKGROUND:

Existing buildings and the building development industry consume nearly half of the total energy used in the United States. The City of San Diego's commitment to become increasingly efficient with resources, including energy, water, and materials associated with construction projects, is demonstrated in Council Policy 900-14 "Green Building Policy" adopted in 1997, Council Policy 900-16 "Community Energy Partnership," adopted in 2000, and the updated Council Policy 900-14 "Sustainable Buildings Expedite Program" adopted in 2001.

On April 16, 2002, the Mayor and City Council adopted CMR 02-060 which requires City projects to achieve the U.S. Green Building Council's LEED silver standard for all new buildings and major renovations over 5,000 square feet. This places San Diego among the most progressive cities in the nation in terms of sustainable building policies.

As a participant in the International Council for Local Environmental Initiatives (ICLEI) Cities for Climate Protection Program, as a Charter member in the California Climate Action Registry and as an active member of the U.S. Green Building Council, the City of San Diego is committed to reducing greenhouse gas emissions by implementing more sustainable practices, including green building technologies.

PURPOSE:

The purpose of this policy is to reassert the City's commitment to green building practices in City facilities, and to provide leadership and guidance in promoting, facilitating, and instituting such practices in the community.

POLICY:

The following principles will be required for all newly constructed facilities and major building renovation projects for City facilities:

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LEED (Leadership in Energy and Environmental Design):

The LEED (Leadership in Energy and Environmental Design) Green Building Rating System is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings. Members of the U.S. Green Building Council representing all segments of the building industry developed LEED and continue to contribute to its evolution.

The City of San Diego is committed to achieving LEED "Silver" Level Certification for all new City facilities and major building renovation projects over 5,000 square feet.

SUSTAINABLE BUILDING MEASURES:

In addition to achieving LEED "Silver" Level Certification, Council Policy 900-14 encourages the following sustainable building measures for all newly constructed facilities and major renovation projects regardless of square footage:

1. Design and construct mechanical and electrical systems to achieve the maximum energy efficiency achievable with current technology. Consultants shall use computer modeling programs, (Energy Pro) to analyze the effects of various design options and select the set of options producing the most efficient integrated design. Energy efficiency measures shall be selected to achieve energy efficiencies at least 22.51% better than California's Title 24.2001 standards for both new construction and major renovation projects.
2. Incorporate self-generation using renewable technologies to reduce environmental impacts associated with fossil fuel energy use. Newly constructed City facilities shall generate a minimum of 10%, with a goal of 20% from renewable technologies (e.g., photovoltaic, wind and fuel cells).
3. Eliminate the use of CFC based refrigerants in newly constructed facilities and major building renovations and retrofits for all heating, ventilation, air conditioning and refrigerant-based building systems.
4. Incorporate additional commissioning and measurement and verification procedures as outlined by LEED 2.0 Rating System, Energy and Atmospheres, credit 3 and credit 5 for all projects over 20,000 sq. ft.
5. Reduce the quantity of indoor air contaminants that are odorous or potentially irritating to provide installer(s) and occupant(s) health and comfort. Low-emitting materials will include adhesives, paints, coatings carpet systems, composite wood and agri-fiber products.
6. In order to maximize energy efficiency measures within these requirements, projects will combine energy efficiency measures requiring longer payback periods, with measures requiring shorter payback periods to determine the overall project period.

7. Comply with the storm water development requirements in the Storm Water Management and Discharge Control Ordinance (Municipal Code § 43.03), and the City's grading and drainage regulations and implementing documents (MC § 142.01 and 142.02, respectively).

In addition to achieving the minimum sustainable building measure this Council Policy encourages the following measures be incorporated into newly constructed facilities and major renovation projects whenever possible:

1. Use high efficiency irrigation technology, drought tolerant native plants and recycled site water to reduce potable water for irrigation by 50%. Additionally, building water consumption should be reduced by 30%.
2. Limit disruption of natural water flows and minimize storm water runoff by minimizing building footprints and other impervious areas, increasing on-site infiltration, preserving and/or restoring natural drainage systems, and reducing contaminants introduced into San Diego's bays, beaches and the ocean.
3. Facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills. Provide an easily accessible area that serves the entire building and is dedicated to the separation, collection and storage of materials for recycling. Recycling should include paper, glass, plastic and metals at a minimum.
4. Incorporate building products that have recycled content reducing the impacts resulting from the extraction of new materials. Newly constructed City facilities shall have a minimum of 25% of building materials that contain in aggregate, a minimum weighted average of 20% post consumer recycled content materials.
5. Reduce the use and depletion of finite raw and long-cycle renewable materials by replacing them with rapidly renewable materials. Newly constructed City facilities should consider incorporating rapidly renewable building materials for 5% of the total building materials.
6. Establish minimum indoor air quality (IAQ) performance to prevent the development of indoor air quality problems in buildings, maintaining the health and well being of the occupants. Newly constructed City facilities will comply with IAQ by conforming to ASHRAE 62-1999.
7. City buildings will be designed to take the maximum advantage of passive and natural sources of heat, cooling, ventilation and light.

The Environmental Services Department, Energy Conservation and Management Division has been designated by this Council Policy as the clearing authority for issues relating to energy for the City of San Diego. The Energy Conservation and Management Division will enter into a Memorandum of Understanding with those City Departments who design, renovate and build new city owned facilities to insure all new City facilities reflect the intent of Council Policy 900-14.

PRIVATE-SECTOR/INCENTIVES:

It shall be the policy of the City Council to expedite the ministerial process for projects which meet the following criteria:

1. Residential projects that provide 50% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
2. Commercial and industrial projects that provide 30% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
3. Residential and commercial and industrial projects that exceed the State of California Title 24 energy requirements by:
  - a. 15% better than California's Title 24.2001 for Residential Buildings.
  - b. 10% better than California's Title 24.2001 for Commercial and Industrial Buildings.

It shall be the policy of the City Council to expedite the discretionary process for projects which meet the following criteria:

1. Incorporate the U.S. Green Building Council, Leadership in Energy and Environmental Design (LEED) 2.0 Rating System "Silver" Level Certification for commercial development projects.
2. Incorporate self-generation through renewable technologies (e.g., photovoltaic, wind and fuel cells) to reduce environmental impacts associated with fossil fuel energy use for commercial and industrial projects generating a minimum of 30% or more of the designed energy consumption from renewable technologies such as photovoltaic, wind and fuel cells.
3. Residential discretionary projects of 4 units or more within urbanized communities as defined in the Progress Guide and General Plan that provide 50% of their projected total energy use utilizing renewable energy resources.

HEALTH AND RESOURCE CONSERVATION:

1. Projects will be designed to avoid inflicting permanent adverse impact on the natural state of the air, land and water, by using resources and methods that minimize pollution and waste, and do not cause permanent damage to the earth, including erosion.
2. Projects will include innovative strategies and technologies such as porous paving to conserve water, reduce effluent and run-off, thus recharging the water table.
3. When feasible, native plants will be used in landscaping to reduce pesticide, fertilizer, and water usage.

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4. Buildings will be constructed and operated using materials, methods, mechanical and electrical systems that ensure a healthful indoor air quality, while avoiding contamination by carcinogens, volatile organic compounds, fungi, molds, bacteria, and other known toxins.
5. Projects will be planned to minimize waste through the use of a variety of strategies such as: a) reuse of materials or the highest practical recycled content; b) raw materials derived from sustainable or renewable sources; c) materials and products ensuring long life/durability and recyclability; d) materials requiring the minimum of energy and rare resources to produce and use; and e) materials requiring the least amount of energy to transport to the job site.

#### OUTREACH / EDUCATION:

1. An education and outreach effort will be implemented to make the community aware of the benefits of "Green Building" practices.
2. The City will sponsor a recognition program for innovative Green Building projects implemented in the public as well as private sector in an effort to encourage and recognize outstanding environmental protection and energy conservation projects.

#### IMPLEMENTATION:

The City will seek cooperation with other governmental agencies, public interest organizations, and the private sector to promote, facilitate, and implement Green Building and energy efficiency in the community.

#### LEGISLATION:

The City will support State and Federal legislation that promotes or allows sustainable development, conservation of natural resources, and energy efficiency technology.

#### REFERENCES:

Related existing Council Policies:  
400-11, Water Conservation Techniques  
400-12, Water Reclamation/Reuse  
900-02, Energy Conservation and Management  
900-06, Solid Waste Recycling

#### HISTORY:

Adopted by Resolution R-289457 11/18/1997  
Amended by Resolution R-295074 06/19/2001  
Amended by Resolution R-298000 05/20/2003

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## City of San Diego

### Consultant Performance Evaluation

The purpose of this form is to provide historical data to City staff when selecting consultants.

**Section I**

1. PROJECT DATA		2. CONSULTANT DATA	
1a. Project (title, location and CIP No.):	2a. Name and address of Consultant:		
1b. Brief Description:	2b. Consultant's Project Manager:		
1c. Budgeted Cost:	Phone (    ) _____		
3. CITY DEPARTMENT RESPONSIBLE			
3a. Department (include division):	3b. Project Manager (address & phone):		
4. CONTRACT DATA (DESIGN AND CONSTRUCTION)			
4. Design			
4a. Agreement Date: _____ Resolution #: _____ \$ _____			
4b. Amendments: \$ _____ / # _____ (City) \$ _____ / # _____ (Consultant)			
4c. Total Agreement (4a. & 4b.): \$ _____			
4d. Type of Work (design, study, etc.):	4e. Key Contract Completion Dates:		
	<div style="display: flex; justify-content: space-between;"> <span>_____ %</span> <span>_____ %</span> <span>_____ %</span> <span>_____ %</span> <span>_____ %</span> <span>100 %</span> </div> <div style="display: flex; justify-content: space-between;"> <span>Agreement</span> <span>_____</span> <span>_____</span> <span>_____</span> <span>_____</span> <span>_____</span> </div> <div style="display: flex; justify-content: space-between;"> <span>Delivery</span> <span>_____</span> <span>_____</span> <span>_____</span> <span>_____</span> <span>_____</span> </div> <div style="display: flex; justify-content: space-between;"> <span>Acceptance</span> <span>_____</span> <span>_____</span> <span>_____</span> <span>_____</span> <span>_____</span> </div>		
5. Construction			
5a. Contractor _____		Phone (    ) _____	
(name and address)			
5b. Superintendent _____			
5c. Notice to Proceed _____ (date)	5f. Change Orders:		
5d. Working days _____ (number)	Errors/Omissions _____ % of const. cost \$ _____		
5e. Actual Working days _____ (number)	Unforeseen Conditions _____ % of const. cost \$ _____		
	Changed Scope _____ % of const. cost \$ _____		
	Changes Quantities _____ % of const. cost \$ _____		
	Total Construction Cost \$ _____		
6. OVERALL RATING (Please ensure Section II is completed)			
	Excellent	Satisfactory	Poor
6a. Plans/specification accuracy.....	_____	_____	_____
Consistency with budget.....	_____	_____	_____
Responsiveness to City Staff.....	_____	_____	_____
6b. Overall Rating _____			
7. AUTHORIZING SIGNATURES			
7a. Project Manager _____		Date _____	
7b. Deputy Director _____		Date _____	

PLANS / SPECIFICATION / ACCURACY	EXCELLENT	SATISFACTORY	POOR	N/A	RESPONSIVENESS TO STAFF	EXCELLENT	SATISFACTORY	POOR	N/A
Plan/Specification clear and precise					Timely Responses				
Plans/Specs Coordination					Attitude toward Client and review bodies				
Plans/Specs properly formatted					Follows direction and chain of responsibility				
Code Requirements covered					Work product delivered on time				
Adherence to City Standard Drawings/Specs					Timeliness in notifying City of major problems				
Drawings reflect existing conditions					Resolution of Field problems				
As-Built Drawings					CONSISTENCY WITH BUDGET	EXCELLENT	SATISFACTORY	POOR	N/A
Quality Design					Reasonable Agreement negotiation				
Change Orders due to design deficiencies are minimized					Adherence to fee schedule				
					Adherence to project budget				
					Value Engineering Analysis				

## Section III

## SUPPLEMENTAL INFORMATION

Please ensure to attach additional documentation as-needed.

Item \_\_\_\_\_ :

Item \_\_\_\_\_ :

Item \_\_\_\_\_ :

Item \_\_\_\_\_ :

Item \_\_\_\_\_ :

Item \_\_\_\_\_ :

(\*Supporting documentation attached yes \_\_\_\_\_ no \_\_\_\_\_)



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**City of San Diego**  
**Purchasing & Contracting Department**  
**Contractor/Vendor Registration Form**

**Exhibit I**

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID: \_\_\_\_\_

[ID Number will be provided by City]

**Firm Info:**

Firm Name:

Camp Dresser &amp; McKee Inc. (CDM)

Firm Address:

1925 Palomar Oaks Way, Suite 300

City:

Carlsbad

State:

CA

Zip:

92008

Phone:

(760) 438-7755

Fax:

(760) 438-7411

Taxpayer ID:

04-2473650

Business License:

B1992001811

Website:

http://www.cdm.com

**Contact Info:**

Contact Name:

Salvador Lopez

Title:

Client Service Manager

Email:

LopezCordova@cdm.com

Phone:

(760) 438-7755

Cell:

(760) 218-6355

☐ **Alternate Address** (if different from above) **to Receive Remittance:**

Mailing Address:

City:

State:

Zip:

☒ **Alternate Address** (if different from above) **to Receive Bid/Contract Opportunities:**

Mailing Address:

CDM Constructors Inc. (CCI) 9220 Cleveland Avenue, Suite 100

City:

Rancho Cucamonga

State:

CA

Zip:

91730

**Contractor Licenses** (if applicable)

License Number:

671513

License Type:

A, HAZ, C10, B

License Number:

License Type:

License Number:

License Type:

## Contractor/Vendor Registration Form – Page 2

Firm Name:

Camp Dresser &amp; McKee Inc. (CDM)

## Product/Services Description:

Environmental Engineering Services

## Product/Services Information:

NAICS Codes:

\* 541330

\*find list of available NAICS Codes at <http://www.census.gov/epcd/www/naics.html> and select 2007 NAICS codes 6 digit only OR request hard copy from Purchasing & Contracting

## Ownership Classification

Classification:

\* OBE<sup>TM</sup> (Other Business Enterprise)

\* select from the following List of Ownership Classification Codes:

MBE/African American	(Minority Business Enterprise/African American)
MBE/Asian	(Minority Business Enterprise/Asian)
MBE/Hispanic	(Minority Business Enterprise/Hispanic /)
MBE/Native American	(Minority Business Enterprise/Native American)
MBE/Pacific Islander	(Minority Business Enterprise/Pacific Islander)
WBE	(Women Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
OBE	(Other Business Enterprise)

Certified by an Agency? ☒ No ☐ Yes (enter Certification Number and Certifying Agency below)

Certification #:

Agency:

Certification #:

Agency:

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department  
1200 Third Avenue, Suite 200  
San Diego, CA 92101

or fax to: 619/ 236-5904

## OWNERSHIP INFORMATION

**Consultant Firm Name:** Camp Dresser & McKee Inc.

**Project Name:** Water Facilities Master Plan

City of San Diego Council requires the names and titles of the principals of each firm the City does business with. Please list in below table.

Also indicate if your firm is a \_\_\_\_\_ publicly traded, or X privately held company. (check one)

Name	Title	Ownership Information
Paul R. Brown	Sr. Vice President	Shareholder
Kellene M. Burn-Roy	Sr. Vice President	Shareholder
William O'Neil	Associate	Shareholder
Salvador Lopez-Cordova	Principal	Shareholder
Enrique Lopez-Calva	Principal	Shareholder
Jennifer Thompson	Principal	Shareholder
Lanaya Voelz	Principal	Shareholder
Courtney Savage	Principal	Shareholder
Leland Womack	Principal	Shareholder
Ken Klinko	Vice President	Shareholder
John Price	Sr. Vice President	Shareholder
Derek Ladd	Associate	Shareholder
Sheron Maxwell	Principal	Shareholder

You may attach a separate sheet that lists the required information. Insert "See attached sheet" in the above table.



THE CITY OF SAN DIEGO

## CONSULTANT AWARD TRACKING FORM

**Consultant Award Tracking Form:** The purpose of this form is to track the cumulative amount of money awarded to both architectural and engineering (A&E) firms and non-A&E firms; and to ensure that the cumulative amount of money awarded to consultant does not exceed \$250,000 in a fiscal year including this contract. If this cumulative award limit is exceeded, inclusive of this contract award, Council approval is required.

A copy of this form must be attached to Forms PA-700, PA-2159, CM-1544, 1472, DP's and PO's for processing. In addition to this, a copy is to be sent to the Consultant Services Coordinator.

## THIS SECTION TO BE COMPLETED BY CITY STAFF

Date: 7/17/08 Department Name: WATER  
 City Project Manager: HOOMAN PARTOW Phone: 533-7570  
 Name of Firm: CAMP DRESSER & MCKEE (CDM) Inc.  
 Project Name: WATER FACILITIES MASTER PLAN Contract Amount: \$1,250,000

## Appropriate approval authority:

- ☐ Department Approval: See Section 5 of A.R. 25.60, and Section 5.2 of AR 25.70 for non-A&E firms  
☐ City Manager: See Section 6 of AR 25.60 and Section 6 of AR 25.70 for non-A&E firms  
☒ City Council: See Section 7 of AR 25.60

## THIS SECTION TO BE COMPLETED AND REVIEWED BY CONSULTANT (Prior to the interview process)

The City reserves the right to disqualify any Consultant from the interview process if this tracking form is not completely and accurately executed prior to the consultant's contract award.

If it is determined subsequent to the contract award that this tracking form was not accurately executed, the underlying contract will be illegal and deemed void pursuant to Municipal Code Section 22.0226. In such an instance, the City shall not be responsible for any losses or damages which may result from the void contract and reserves the right in its sole discretion to award the contract to another Consultant.

Dollar Amount Awarded by the City of San Diego this fiscal year (July 1 through June 30)

Including this contract: \$1,250,000

I hereby certify that I am an authorized representative of:

Camp Dresser & McKee Inc.

(Name of Firm)

and that I have read and understand this form this 11 day of July, 2008  
 (Day) (Month) (Year)

By Paul R. Brown  
 (Typed Name of Authorized Representative)

Paul R. Brown  
 (Signature of Authorized Representative)